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NOV 20 1977
LAURENCE F. ...
By *Debra E. Conley*
Deputy

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AGREEMENT NO. 77- 346

(Agreement Amending Agreement No. 76-190 for Lawn and Yard Care Services at the Davis Branch Library)

THIS AGREEMENT, made and entered into this 1st day of October, 1977, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and FRANK L. DINWIDDIE, dba VALLEY GARDENS, hereinafter called CONTRACTOR,

W I T N E S S E T H:

I. RECITALS:

A. COUNTY AND CONTRACTOR have previously entered into Agreement No. 76-190, dated August 3, 1976, for the provision of lawn and yard care services.

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B. Since the adoption of said Agreement No. 76-190, additional lawn area has been planted, requiring additional lawn care services by CONTRACTOR. In consideration for the additional lawn care services, it is appropriate to increase the compensation under Agreement No. 76-190, and it is the desire of the parties hereto to so amend said Agreement.

II. AGREEMENTS:

A. The sentence beginning on line 23 and ending on line 25 of Page 3 of Agreement No. 76-190 is hereby amended to read as follows:

In consideration of the covenants of CONTRACTOR herein, COUNTY agrees to pay CONTRACTOR the sum of Three Hundred Thirty Seven Dollars (\$337.00) per month.

B. Except as herein amended, each and every term of Agreement No. 76-190 is hereby ratified and affirmed.

/////
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/////
/////

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 Agreement on the day and year first above written.

3 COUNTY OF YOLO, a political sub-
4 division of the State of California

5
6 BY Lynda J. Thomas
7 CHAIRMAN OF THE BOARD OF SUPERVISORS
8 COUNTY OF YOLO, STATE OF CALIFORNIA
9 NOV 29 1977

10 ATTEST:

11 LAURENCE P. HENIGAN, CLERK

12 BY Pat E. Lucas
13 DEPUTY

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14 (SEAL)

15
16 Frank L. Dinwiddie
17 FRANK L. DINWIDDIE, doing business
18 as Valley Gardens

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29 APPROVED AS TO FORM

30 CHARLES R. MACK
31 COUNTY COUNSEL

32 BY Loon Hest
DEPUTY COUNTY COUNSEL

FILED

DEC 30 1977

LAURENCE P. MENIGAN, Clerk

By DEBRA E. CONLEY

Deputy

AGREEMENT NO. 77-347

THIS AGREEMENT, made and entered into by and between the County of Solano, through its Board of Supervisors, hereinafter called "Training Agency," and the County of Yolo, through its _____, hereinafter called "Supporting Agency."

WITNESSETH:

WHEREAS, the Solano County Personnel Department has established the Solano County Center for Management Development, hereinafter called "Center," and

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WHEREAS, it would be of benefit to the Supporting Agency to avail itself of the training and services provided by the Center in order to avoid duplication of expenditures for staff, equipment and curriculum,

NOW, THEREFORE, the parties hereto do hereby agree as follows.

1. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code (Section 6500 et seq.), Joint Exercise of Powers, and is for the purpose of providing for the maximum utilization and joint usage of certain staff, equipment, and curriculum, to be accomplished in the manner herein provided.

2. The Center shall provide training programs to develop and improve the knowledge, abilities, skills and attitudes of supervisory, managerial, persons designated as potential managers and/or supervisors of Supporting Agency.

3. The Center shall conduct these programs through workshops, seminars, and courses held in locations throughout Solano, Napa, Yolo, and San Joaquin Counties, to be determined by the head of the Center.

4. The Center shall be under the direction of the Solano County Personnel Director, with the assistance of an advisory committee composed of one representative from each Supporting Agency.

5. Each program will be conducted by the staff of the Center or approved instructors to be designated by the Center.

6. College and/or university credit will be offered in conjunction with the programs, to the participants, whenever feasible.

7. Priorities for enrollment in the various programs offered by the Center will be based primarily on a ratio of each Supporting Agency's total staff to the total staff of all participating Supporting Agencies and, thereafter, upon participants involved in upward mobility and affirmative action programs.

8. Training Agency shall establish a separate fund for the deposit of money paid by all parties to this agreement. All Micro Fiched expenses of the program associated with the operation of the Center, shall be proper charges against this fund for said operation.

Training Agency shall maintain a strict accountability of all income and expenses pertaining to this agreement. The accounting records shall be available for inspection by Supporting Agencies at any time during normal business hours.

9. At the termination of this agreement, any property acquired by Training Agency or the Center from funds provided by parties hereto, shall be divided on the following basis: On a prorata basis determined by the ratio of the total contribution of each party to the program total.

10. At the termination of this Agreement, any surplus funds in the possession of Training Agency shall be divided based on the same formula as provided in paragraph 9 above.

11. The public officer who shall have charge of, handle, or have access to the property utilized for purposes of this joint powers agreement shall be the Solano County Auditor-Controller. The statutory bond required of said office for the purposes of this Agreement.

12. This Agreement shall be effective from July 1, 1977, until terminated by written notice of either party sixty days prior to the close of the fiscal year, termination to be effective June 30th.

13. The Supporting Agencies shall pay the Training Agency for these services annually. Actual payment shall be made on or before July 1 of each participating year.

14. Training Agency shall provide all staff and materials for the Center.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under their hands and seals this 30th day of June 1977.

COUNTY OF SOLANO, a political
subdivision of the State of
California

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By Thomas M. Hannigan
THOMAS HANNIGAN, Chairman of the
Board of Supervisors

ATTEST:

NEIL CRAWFORD, County Clerk
and ex officio Clerk of the
Board of Supervisors,

By Garland Dunham
Deputy Clerk

COUNTY OF YOLO

By:

Wyle J. Thompson
Name Wyle J. Thompson Title Chairman
Board of Supervisors, County of
Yolo, State of California.

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX-Officio Clerk of the Board of
Supervisors

By Paul and Polycia Deputy

FILED

DEC - 2 1977

LAURENCE P. HENIGAN, Clerk

By John E. Sullivan
Deputy

AGREEMENT NO. 77-348

(13)

THIS AGREEMENT, made and entered into this 1st day of October, 1977,
by and between the City of _____/County of Yolo/
_____ Special District, hereinafter referred to as CITY/COUNTY/
DISTRICT, and the SELECTION CONSULTING CENTER, a public entity organized
and established under the Joint Exercise of Powers Act, Section 6500 et seq
of the Government Code, hereinafter referred to as the CENTER and:

WHEREAS, the CITY/COUNTY/DISTRICT does not have the staff and capabil-
ities to provide the services which are the subject of this agreement,

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WITNESSETH: That the parties for and in consideration of the cove-
nants, conditions, agreements, and stipulations hereinafter expressed,
hereby agree as follows:

I.

The CITY/COUNTY/DISTRICT agrees to participate in Phase II of the LI-
BRARIAN SELECTION CONSORTIUM, the purposes of which are:

- (a) To develop job-related selection instruments for the pur-
pose of hiring entry-level professional librarians.
- (b) To provide thorough and comprehensive training in the imple-
mentation and use of those instruments developed in (a) above.
- (c) To survey and evaluate community college and school creden-
tial programs to determine the job relatedness of education
requirements to the entry-level professional librarian posi-
tion.

II.

The CENTER agrees to provide to the consortium technical advice and consultation in connection with the purposes set forth in paragraph I; specifically, the CENTER will:

- (a) Develop a job-related structured interview and a supplemental application form to measure job dimensions found to be important to the entry-level position as a result of the job analysis completed in Phase I of the project and to provide a written report of this development.

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- (b) Provide each consortium member and their personnel department with thorough and comprehensive training in the implementation and use of the selection instruments developed in (a) above and to provide a set of written instructions for this purpose.
- (c) To survey and evaluate community college and school credential programs to determine the job relatedness of education requirements to the entry-level professional librarian position and to provide a written report of these findings.

A more detailed description of the project activities is set forth in Exhibits A and B herewith attached and incorporated by reference.

These services will be performed within a nine (9) month period commencing on October 1, 1977.

III.

In consideration of the performance of the services described in paragraph II:

(a) The CITY/COUNTY/DISTRICT agrees to reimburse the CENTER in the amount of \$2,070.00.

(b) The CENTER shall submit an invoice in advance and the CITY/COUNTY/DISTRICT agrees to pay such invoice within thirty (30) days following receipt thereof.

(c) The CITY/COUNTY/DISTRICT agrees to hold harmless the Selection Consulting Center from any damages or liability which may arise from the use by the CITY/COUNTY/DISTRICT of any selection instrument which is the subject of this agreement.

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IN WITNESS THEREOF, the parties hereto, by their duly authorized representative have affixed their hands on the day and year in this agreement first above written.

COUNTY OF YOLO

By Angela J. Thompson Chairman
Board of Supervisors, County of
Yolo, State of California

DEC - 2 1977

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By Charles R. Mack

DEPUTY COUNTY COUNSEL

By John K. Lincolton

Director
Selection Consulting Center

LIBRARIAN SELECTION PROJECT:

PHASE II PROPOSAL

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Submitted By The
Selection Consulting Center
To The Publicly-Funded
Libraries Of The State Of California

January, 1977

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LIBRARIAN SELECTION PROJECT

Summary

The Selection Consulting Center (SCC) proposes to work in cooperation with the California publicly-funded libraries on a large-scale project concerning the design of selection, evaluation, and promotional systems that are merit based and in compliance with non-discrimination and affirmative action provisions of the law.

The Librarian Selection Project was divided into three distinct phases. The range of activities encompassed in these phases were:

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Phase I - Job Analysis and Review of Minimum Qualifications

Phase II - Entry-Level Selection Systems Design

Phase III - Library Career Components

A. Performance Appraisal Programs

B. Promotional Systems

On December 15, 1976, the SCC was requested to present a proposal and budget for Phase II to the Steering Committee. However, it is not possible to determine accurately the content or extent of Phase II until specific conclusions have been reached based on the work done in Phase I. An analysis on the Task Analysis Questionnaire has just begun. The results and findings of the Phase I components, JA 10 (Job Analysis Workshops) and JA 11 (Content Analysis), are also necessary before the plan for Phase II is finalized. Therefore, this Phase II Plan is presented tentatively and has a contingency plan, budget, and timetable (see Appendix A).

Phase II will occur primarily in fiscal 1977 and will concentrate on developing an entry-level selection system for professional librarians. Financial support for the project will come from fees charged to participating libraries. Such fees are based on the total number of authorized personnel and range from \$500 to \$5,000. (The fee schedule is presented on page 11.) The total budget for Phase II is estimated to be \$45,120. Of course, any surplus funds remaining from Phase I can be applied to Phase II costs.

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The administrative framework of Phase II will remain essentially the same as Phase I. The role and responsibilities of the Steering Committee, representatives of the State Library and SCC Project Director will not be altered. Administrative review of the project will be conducted by a Steering Committee elected from representatives of the participating libraries. Liaison between the Steering Committee and the SCC will be maintained by the Office of the State Librarian. If necessary, advisory committees to assist in special areas will be appointed by the Steering Committee (see Appendix A).

Libraries wishing to be involved in this project must submit a notice of intent to SCC signed by an official authorized to obligate agency funds by June 1, 1977. A representative from each participating library will be asked to attend a meeting convened by the State Library for the purpose of reviewing the final Phase II plan and budget.

PHASE II PLAN

Phase II of the Library Selection Project has two objectives:

- (1) to develop and validate an entry-level librarian selection system, and
- (2) to train personnel with employment responsibility in the proper utilization of this selection system.

The activities of Phase II are divided into eight components which are described below. A schedule of component time and elapsed project time for Phase II appears in Figure 1 (page 8).

Component 1: Administrative Set-Up

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In this component, the major activity will be to make final determination of the size and number of participating libraries and to adjust the scope of Phase II as required. It is anticipated that the consortium representatives of the participating libraries will meet once during this component with the SCC project staff to review the final Phase II plan and budget.

Component 2: Develop Final Selection and Validation Plan

During this component, Phase I results will be used to determine what specific selection instruments will comprise the new selection system. A detailed plan will be developed to determine what common or unique selection instruments should be used for individual libraries. At the present time, the proposed selection system for Phase II has two selection instruments: (1) a structured interview and (2) a supplemental application form. Depending on the results and findings of Phase I, it

may be necessary to reconsider the proposed selection instruments. Whatever selection instruments are used, a content validity strategy that meets EEOC and FEA Guidelines will be used to validate the new selection system.

Component 3: Develop A Structured Oral Interview Procedure

The SCC will develop a structured interview procedure to measure job dimensions found to be important in the job analysis. The SCC will need to schedule and conduct a number of workshops with entry-level librarians and their supervisors to elicit descriptive anchors and questions for rating scales. Development of the structured interview will include: rating scales, forms to be used, questions and guidelines for the conduct of the interview process. Recommendations will be made for scoring, dimension weighting and utilization by individual libraries.

Component 4: Develop A Supplemental Application Form

In this component, the SCC project staff will develop a supplemental application form. This selection instrument will not be used solely but in combination with the oral interview. Any variables or factors that are used in developing the supplemental application form will be thoroughly documented as job related for entry-level librarian selection.

Component 5: Training In The Implementation Of The Selection System

During this component, the SCC project staff will provide each consortium member and their personnel department with thorough training in implementing the new selection system. These representatives

will be trained in areas such as test administration, test weighting, test scoring and setting cut-off scores. Each jurisdiction will be given a one-day training course. If individual libraries have alternatives in the use of the selection instruments, the pros and cons will be presented to them during their training sessions.

Component 6: Conduct Educational Taxonomy Survey Of Community Colleges and School Credential Programs

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SCC will send out the same Educational Taxonomy Survey developed in Phase I to community colleges and school credential programs. This survey data will be rationally analyzed to evaluate the relevance of education content to job elements and to examine the job relatedness of education requirements other than the M.L.S. This component will begin as soon as component 1 of Phase II is completed.

Component 7: Draft of Phase II

The SCC project staff will prepare a draft of the Phase II project report. This report will be distributed to each participating library for comments. All consortium representatives will meet with SCC project staff to discuss the report issued.

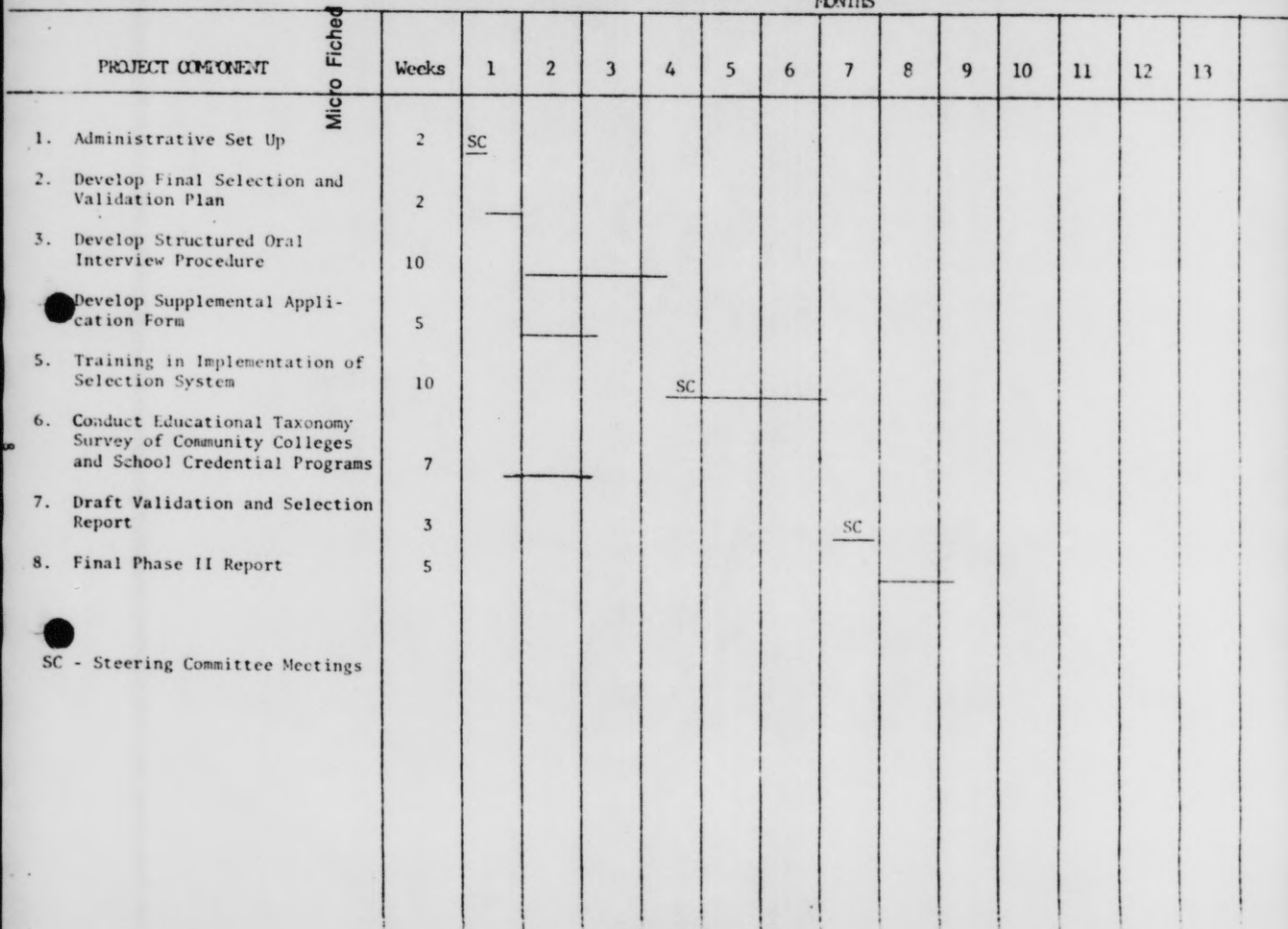
Component 8: Final Phase II Report

Following a review by the project Committees, the SCC project staff will prepare the Phase II report in final form. This report will then be printed and two copies distributed to each participating library. If it is desired at that time, all consortium representatives may meet with project staff to discuss the project and reports issued.

FIGURE 1

Phase II - Timetable

MONTHS



BUDGET

Pricing and Costs

The cost of this project is based upon a developed set of standard hourly billing rates and an estimated number of eight-hour days to complete the work.

The table below shows the required personnel, and related expenses for Phase II.

PHASE II
(Staff and Expenses)

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Personnel Costs

86 Consultant Days @ \$285	\$ 24,510
60 Analysts Days @ \$150	9,000
50 Clerical Days @ \$112.50.	<u>5,625</u>
	\$ 39,135
Travel, per diem, auto expenses, printing expenses.	<u>3,600</u>
Project Cost.	\$ 42,735
Contingent expenses (Steering Committee member travel and per diem costs).	<u>2,385</u>
Total Cost	\$ 45,120

Contingent expenses for the Steering Committee to meet three times during the course of the project have also been included. Figure 1 (page 8) shows the periods in which the Steering Committee will meet. The Steering Committee meeting expenses are described below.

Contingent Expenses

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Steering Committee Meetings (Assumes three, one-day meetings):

Travel

8 members x \$50.00 (air) x 3 meetings.	\$ 1,200
8 members x \$15.00 (ground) x 3 meetings	<u>360</u>
	\$ 1,560

Per Diem

16 members x \$15.00 (meals) x 3 meetings	\$ 720
Conference Room Rental @ \$35 x 3 meetings.	<u>105</u>

Total Expenses: Committee Meetings \$2,385

PROJECT FEE SCHEDULE

The following table describes the fee schedule for Phase II. This table is based upon public libraries only and assumes that fourteen libraries of Phase I will participate in Phase II. Of course, this fee schedule also assumes that the estimated surplus of Phase I will be applied to Phase II costs. The fee schedule will be adjusted if the surplus Phase I funds plus Phase II fees exceed the costs of Phase II.

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FEE SCHEDULE - PHASE II

<u>Total Authorized Positions</u>	<u>Fee</u>
900 or more	\$5,000
400 - 899	4,500
200 - 399	4,000
150 - 199	3,500
100 - 149	3,000
75 - 99	2,500
50 - 74	2,000
30 - 49	1,500
15 - 29	1,000
14 or less	500

Surplus revenues from Phase II will be applied to contingent expenses as described in the proposal, and/or to reduce Phase III costs.

Since the exact content and extent of Phase II is tentative, the Selection Consulting Center will submit a new budget to all participating libraries prior to the inception of the project.

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THE SELECTION CONSULTING CENTER

The Selection Consulting Center was established with the support of a Federal grant in July 1972, to assist public agencies in the area of fair employment and improved public personnel selection procedures.

The Center originally operated as an agency of the California State Personnel Board. However, in November 1974, the Center was put under the direction and guidance of a Joint Powers Authority composed of local government agencies. The State Personnel Board continues to participate in the activities of the Center as a member of the Joint Powers Board and acts as treasurer for the Center's funds. The Center is, therefore, a California governmental agency which exists to serve the needs of local government. It operates on a self-supporting and non-profit basis. The Center's major objectives are:

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- to increase awareness of fair employment requirements,
- to develop fair, defensible, and job-related standards for public personnel selection,
- to provide technical training in the areas of test validation and affirmative action,
- to provide sophisticated consulting services to public agencies.

The Center has already completed several large-scale consortium studies in the State of California designed to provide comprehensive job-related selection systems for several occupational groups. Numerous smaller projects have also been completed covering such areas as, affirmative action, job-restructuring, career ladder development, classification and pay, and job analytic systems.



SELECTION CONSULTING CENTER

5777 MADISON AVENUE SUITE 1110 • SACRAMENTO CALIF 95841 • PHONE 916 334-1974

M-E-M-O

TO: Library Steering Committee
 FROM: Tony Gerczak, Project Director
 RE: Revised Budget for Phase II of the Librarian Selection Project
 DATE: May 13, 1977

This is the revised budget for the Librarian Selection Project - Phase II Plan as requested at the May 11, 1977, Steering Committee Meeting in Sacramento. This revised budget refers to Components 1 - 8 (pp. 5-12) of the Phase II Proposal submitted January 1977.

1. Original Phase II Cost Estimates

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The original cost of Phase II was as follows:

Personnel Costs	\$39,135.00
Expenses	3,600.00
Contingent Expenses	<u>2,385.00</u>
Total Cost	\$45,120.00

The fee schedule presented in the Phase II Proposal (p. 11) was based on the following assumptions: (1) fourteen libraries would participate in Phase II, (2) there would be an estimated \$10,000 surplus from Phase I, and (3) there would be no subsidy from the California State Library.

Subsequent to the presentation of the Phase II Proposal in January 1977, two libraries have officially notified the Selection Consulting Center that they will not be participating in Phase II. On May 11th two other libraries also informed the Steering Committee that they would not be able to participate.

At this time, it also appears that there will be no surplus funds from Phase I that could be applied to Phase II.

2. Revised Phase II Cost Estimates

The revised cost estimates for Phase II are as follows:

Personnel Costs

79 Consultant Days @	\$285.00/day	\$22,515.00
52 Analyst Days @	150.00/day	7,800.00
45 Clerical Days @	112.50/day	<u>5,063.00</u>

Sub-total \$35,378.00

TO: Library Steering Committee
FROM: Tony Gerardo, Project Director

May 13, 1977

Page two

Travel, Per Diem, Auto Expenses.

Printing Expenses \$ 3,322.00

Project Cost \$38,700.00

Contingent Expenses (Steering

Committee Member Travel &

Per Diem \$ 1,920.00

Total Cost \$40,620.00

3. Revised Phase II Fee Schedule

This fee schedule is based upon total authorized positions and assumes that ten (10) public libraries will participate in Phase II. This schedule also reflects that there will be no surplus funds remaining from Phase I and no subsidy from the California State Library.

REVISED FEE SCHEDULE - PHASE II (May 13, 1977)

Total Authorized
Positions

Fee

900 or More	\$6,900
400 - 899	6,200
200 - 399	5,520
150 - 199	4,800
100 - 149	4,140
75 - 99	3,450
50 - 74	2,760
30 - 49	2,070
15 - 29	1,380
15 or Less	690

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In addition, I have enclosed a copy of the study to which I referenced at the May 11th meeting for your interest.

TG/cia
Enclosure



McNAUGHTON
BOOK SERVICE
A DIVISION OF BROADART, INC.

October 26, 1977

Account No. 744095

AGREEMENT NO. 77-349

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LAURENCE P. HENIGAN, Clerk

By *[Signature]*
Deputy

Mrs. Elizabeth Simoons
Adult Services Librarian
Yolo County Library
535 Court Street
Woodland, CA 95695

Dear Mrs. Simoons:

This letter contains an amendment to your agreement with McNaughton Book Service. The terms of said agreement shall remain in force with the exception of the size of your basic collection and the quantity of books to be supplied on your monthly sustaining shipments.

To reflect the desired change in the size of your McNaughton Plan, the following paragraph is to replace the book quantities and price shown on the above referenced agreement.

Beginning January 1, 1978, your library shall have a collection of 300 books, hereinafter called the permanent inventory. Sustaining shipments to average 30 books per month for a total cost of \$195.57 (includes 6% tax) per month.

Please sign and return one copy of this letter for our files. This amendment will not be effective until a signed copy is received.

Sincerely,

[Signature: Herbert H. Wescott]
Herbert H. Wescott
Manager/McNaughton Division

HHW/as

co COUNTY OF YOLO

For: Yolo County Library - Bookmobile

By *[Signature]* Chairman
Signature
Board of Supervisors, County of
Yolo, State of California

Approved as to Form
Dated *[Signature]*
County Council
of Yolo County

NOV 30 1977

AMONG NCPEP SPONSORING AGENCIES

LAURENCE P. HENIGAN, Clerk

By *John E. Henigan*
Deputy

WITNESSETH THAT the Counties of Mendocino, Lake, Solano, and Yolo, and the Sonoma County Water Agency, Marin Municipal Water District and the Yolo County Flood Control and Water Conservation District desire and intend to carry out a Precipitation Enhancement Program in Northwest California and have contracted with Weather Consultants, Incorporated, Sacramento, California (hereinafter referred to as "Contractor") a qualified and licensed weather modification firm to carry out said program during the period November 15, 1977 through May 15, 1978; and

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THAT the agencies above named (and hereinafter referred to as "Sponsoring Agencies") desire to cooperatively administer said program, (said Sponsoring Agencies acting cooperatively and collectively are hereinafter referred to as the "Sponsors") and to facilitate such action, have each designated one person to represent them on a coordinating committee (hereinafter referred to as the "Committee") chaired by William L. McAnlis, Manager of the Yolo County Flood Control and Water Conservation District, which Committee is responsible for the proper administration of the program, in conformity with the provisions of this agreement and the agreement between the Sponsor and the Contractor; and

THAT the Sponsoring Agencies desire to share the costs of said program fairly and equitably among themselves and to permit certain other areas and entities to be added to the program as they may desire, subject to the approval of the Committee and a sharing and re-allocation of costs as hereinafter provided.

NOW THEREFORE, in consideration of the promises, agreements and conditions hereinafter stated, the Sponsoring Agencies agree as follows:

1. The Target Areas of interest to each Sponsoring Agency (and hereafter referred to as "TA 1", "TA 2", etc.) are:

TA 1	Eel River Watershed above Van Arsdale	- Mendocino - Sonoma CWA
TA 2	Clear Lake Basin	- Lake - YCFC&WCD
TA 3	Indian Valley Watershed	- YCFC&WCD
TA 4	Lake Mendocino Watershed	- Mendocino - Sonoma CWA
TA 5	Lake Berryessa Watershed	- Solano
TA 6	Watersheds of Lakes Curry, Frey & Madigan	- Solano
TA 7	Mt. Tam, Nicasio and Soulaajule Watersheds	- Marin MWD

(NOTE: Any and all references to the County of Lake, or to Lake County are to be considered as referring to the Lake County Flood Control and Water Conservation District.)

TA 8	Yolo Co. west of Davis, Woodland, Knights Landing	- YCFC&WCD - Yolo Co.
TA 9	Willits Area (Davis Creek)	- Mendocino
TA 10	Point Arena area (Garcia River)	- Mendocino
TA 11	Salmon and Americano Creeks	- Sonoma CWA

2. The "Basic" cost of the contract between the Sponsor and the Contractor is \$61,425. This cost will be shared equally among the seven Sponsoring Agencies; each share amounting to \$8,775. One-half (\$4,387.50) is due from each Sponsoring Agency to the Contractor on or before December 1, 1977 and second half is due on or before December 15, 1977.

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3. The "Application" cost under said contract amounts to a maximum of \$26,998. This cost may be reduced as set out in said contract on account of termination of the program prior to May 15, 1978. (No reduction or adjustment can be made on account suspensions or terminations of individual TA's or portions of them.) Such application costs shall be apportioned among the Sponsoring Agencies in proportion to the area (in square miles) of their interests. In the event of multiple interest in a TA, the Sponsoring Agencies involved shall agree as to the extent of their individual interests. As of the date of this agreement, the total area of the TA's is 2,685 square miles, and the distribution of application costs will be:

Agency	TA No.	Area	Share	Egv. Area	Max. Cost
Sonoma CWA	1	341	$\frac{1}{2}$	170.5	8,460.00
	4	105	$\frac{1}{2}$	52.5	
	11	72	all	72.0	
				<u>295.0</u>	
Mendocino Co.	1	341	$\frac{1}{2}$	170.5	9,951.30
	4	105	$\frac{1}{2}$	52.5	
	9	24	all	24.0	
	10	100	all	100.0	
				<u>347.0</u>	
Lake Co.	2	528	$\frac{3}{4}$	<u>396.0</u>	11,355.72
Solano Co.	5	566	all	566.0	16,803.96
	6	20	all	20.0	
				<u>586.0</u>	
Yolo Co.	8	728	$\frac{3}{4}$	<u>546.0</u>	15,657.66
Marin MWD	7	80	all	<u>80.0</u>	2,294.52
YCFC&WCD	2	528	$\frac{1}{2}$	132.0	12,474.84
	3	121	all	121.0	
	8	728	$\frac{1}{2}$	182.0	
				<u>435.0</u>	
					<u>12,474.84</u>
					<u>376,998.00</u>

4. Payments on account of said application costs shall be made by each Sponsoring Agency directly to the Contractor on the following schedule: (provided that, should the program be terminated prior to May 15, 1978, the Committee shall determine the amount and allocation of the last payment due the Contractor)

<u>Agency</u>	<u>Amount Due on or Before December 15, 1977 and on the 15th of each month thereafter thru May 15th</u>	
Sonoma CWA	\$ 1,410.00	
Mendocino	1,658.55	
Lake	1,892.62	
Solano	2,800.66	Micro Fiched
Yolo	2,609.61	
Marin MWD	382.42	
YCFC&WCD	2,079.14	
	<u>\$ 12,833.00</u>	

5. Each Sponsoring Agency shall be responsible (individually, or if sharing a TA, by one designated person) for the day-to-day determination of the hydrologic factors and status of its own TA's of interest, and for the timely instruction of the Contractor as the suspension and resumption of cloud seeding activities in its area(s).

6. Although the Sponsor is conducting this Precipitation Enhancement Program on a drought emergency basis, the Sponsor intends to prepare and file a full assessment of the environmental impacts expected and produced by the project. The draft document is expected to be available for review in July, 1978. The Yolo County Flood Control and Water Conservation District shall be the lead agency for the preparation of that report and other actions in compliance with state law.

In consideration of its undertaking such responsibility and to cover the estimated costs of general project overhead and preparation of the assessment report, the other Sponsoring Agencies shall pay to the Yolo County Flood Control and Water Conservation District, on or before December 15, 1977 the sum of \$6,264.00 (\$1,044.00 each).

7. It is possible that other entities and/or areas may desire to be included in the program. Any such requests shall be directed to the program coordinator:

NCPEP
427 Cleveland Street
Woodland, CA 95695
(916) 662-0265

for consideration by the committee. It is understood and agreed that the areas of the Napa River and Stony Creek (above Black

Butte Dam) may be included in the program without additional payment obligation to the Contractor. Other areas not contiguous or adjacent will involve additional costs payable to the Contractor under amandatory contracts. In any event, it is understood and agreed that the basic allocation and distribution of costs set out above will be followed -- ie: application costs per square mile will go down as the total area in the program is increased, and basic costs will be less for each Sponsoring Agency as the number of entities is increased.

The Committee will re-allocate basic and application costs as appropriate and adjust payments yet to be made to reflect prior payment amounts.

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The Sponsoring Agencies hereby agree that the Committee shall act on their behalf in the admittance or exclusion of additional areas and/or entities and that no modification of this agreement or the agreement between Sponsor and Contractor is necessary with respect to such inclusion or exclusion so long as the costs to each Sponsoring Agency is reduced as a result of such action: provided that no action shall be taken as to inclusion of additional areas (except Napa and Stony Creek) which would diminish the effectiveness of the program as presently constituted.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this agreement effective the 15th day of November, 1977.

ATTEST:

Albert P. Beltrami
By: Ellen Young, Deputy

COUNTY OF MENDOCINO

James Eadie
Chairman, Board of Supervisors

ATTEST:

LOIS R. HESTERBERG
CLERK OF THE BOARD
BY: James R. Clark
DEPUTY CLERK

COUNTY OF LAKE

James J. Gordon
Chairman, Board of Supervisors

ATTEST:

Laurence P. Henigan
Clerk of the Board

COUNTY OF SOLANO

Thomas M. Hanning
Chairman, Board of Supervisors

ATTEST:

LAURENCE P. HENIGAN, Clerk
Pat E. Lucas
DEPUTY

COUNTY OF YOLO

Langley J. Thompson
Chairman, Board of Supervisors

ATTEST:

Eugene R. Williams
by Debra L. Smith
Deputy Clerk

SONOMA COUNTY WATER AGENCY

William H. Miller
Chairman, Board of Directors

ATTEST:

Debra L. Smith
Secretary

MARIN MUNICIPAL WATER DISTRICT

Bernie Hare
General Manager (Acting)

ATTEST:

Debra L. Smith
Secretary

YOLO COUNTY FLOOD CONTROL &
WATER CONSERVATION DISTRICT

Joseph O. Hill
Chairman, Board of Directors

Micro Fiched

FILED

NOV 30 1977

YOLO COUNTY AGREEMENT NO. 77-351

LAURENCE P. HENIGAN, Clerk

By Pete C. ...
Deputy

AGREEMENT FOR CONDUCTING PRECIPITATION ENHANCEMENT PROGRAM

NORTHWEST CALIFORNIA, 1977 - 1978

OK
This Agreement is entered to this 15th day of November, 1977 by and among the counties of Mendocino, Lake, Solano and Yolo, the Sonoma County Water Agency, the Marin Municipal Water District, and the Yolo County Flood Control and Water Conservation District, hereinafter referred to individually as "Sponsoring Agency" and collectively hereinafter referred to as the "Sponsor"; and Weather Consultants, Incorporated, hereinafter called the "Contractor".

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W I T N E S S E T H :

WHEREAS, the Sponsoring Agencies have investigated the feasibility of programs to increase precipitation by scientific weather modification techniques and have found that such programs are reasonable, necessary and proper and in the public interest; and

WHEREAS, the Sponsoring Agencies feel that it is necessary that such work be performed by an organization having expert knowledge, proper equipment, materials and special skills for the type of work involved, and that said organization act as an independent contractor; and

WHEREAS, the Contractor has the knowledge, equipment, material and special skills required for the type of work involved;

NOW THEREFORE, in consideration of the promises, agreements, and conditions hereinafter stated, the parties hereto agree as follows:

A G R E E M E N T

1. The Contractor shall engage in artificial cloud nucleation and seeding operations for the period and within the areas set forth herein. The purpose of these operations will be to increase the precipitation within specific areas.

2. The primary area to be covered by the operation of the Contractor includes the following target areas, which for convenience will be referred to hereafter by number.

<u>No.</u>	<u>Location</u>	<u>Sq. Mi.</u>
1	Upper Eel River watershed above Van Arsdale (Lake & Mendocino Co.)	341
2	Clear Lake Basin above Clear Lake Dam (Lake Co.)	528
3	No. Fork Cache Creek above Indian Valley Dam (Lake Co.)	121
4	Lake Mendocino watershed - Russian River (Mendocino Co.)	105
5	Lake Berryessa watershed - Putah Creek (Lake and Napa Co.)	566
6	Watersheds above Lakes Curry, Frey and Madigan (Solano and Napa Co.)	20
7	Mt. Tam, Nicasio, and Soula-jule watersheds (No. Central Marin Co.)	80
8	Yolo Co. west of Davis--Woodland--Knights Landing (Western Yolo Co.)	728
9	The Willits area (Davis Creek)	24
10	Point Arena area (Garcia River vicinity)	100
11	Southwest Sonoma area (Salmon and Americano Creeks)	72

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3. Other areas may be added to the program from time to time. These areas are:

Napa River Basin (Napa Co.)	300 Sq. Mi.
Stony Creek Watershed (Colusa and Glenn Counties above Black Butte Dam)	736 Sq. Mi.

It is understood and agreed that the Contractor will include these areas or designated portions of them promptly upon receipt of proper notification by the Sponsor; and it is further understood and agreed that no additional charges will be made by the Contractor for the inclusion of such areas or any portions of them as a part of the total precipitation enhancement program.

4. The operational period under this agreement shall be November 15, 1977 through May 15, 1978. It is understood and agreed that seeding operations relating to any or all of the target areas shall be terminated or suspended promptly upon notification to the Contractor at the office of John T. Walser, President. It is

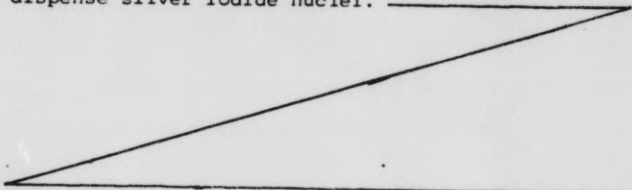
further understood and agreed that it shall be the responsibility of each Sponsoring Agency to individually notify the Contractor as to suspension, resumption or termination of the program with respect to the target area with which it may be concerned. In the case of multiple interests, the Agencies shall agree to and designate one of their number to act with respect to such notification to the Contractor. The Contractor shall, as soon as possible, inform each of the Sponsoring Agencies of the location, address and telephone number of his operational headquarters.

5. The Contractor shall furnish and have available for use during the operational period of this agreement the following equipment and personnel:

- (a) The services of a competent and experienced staff, including cloud seeding pilots, meteorologists, radar observers, and supporting technical and other personnel on a 24-hour a day basis throughout the term of this agreement.

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- (b) At least two turbocharged and de-icing equipped twin-engined aircraft suitable for flight in known icing conditions. One aircraft shall be equipped to dispense frozen carbon dioxide and silver iodide nuclei; the other aircraft will be equipped to dispense silver iodide nuclei.

- 
- (c) A 5 cm weather radar system designed specifically for weather observing operations of the type encountered in the cloud seeding programs and equipped with an IFF system which will allow continuous tracking of the aircraft in the seeding area. The radar will be located on Mt. Konocti on the south side of Clear Lake.
 - (d) All pyrotechnic generation and dispensing devices and chemicals necessary for the proper conduct of this weather modification program during all suitable weather conditions experienced over the target areas.
 - (e) Flight and radar logs and radar data documentation by means of 8-mm time-lapse camera.

6. Cloud seeding will be done with high output sources of silver iodide for all target areas except target area No. 7 in Marin County, which target area shall be seeded with solid carbon dioxide (dry ice) to the extent possible.

7. Commencing with the period ending December 15, 1977 and monthly thereafter, the Contractor will furnish each of the Sponsoring Agencies a report summarizing cloud seeding activities conducted by the Contractor for the prior month and at the conclusion of the period, the Contractor shall furnish each of the Agencies with twenty (20) copies of a comprehensive report describing the operations in detail and making appropriate comments and conclusions as to the effectiveness of the program in each of the target areas. This final report shall be delivered within 45 days of completion of operations.

8. At all times during the operational period, the Contractor shall have in force appropriate hull insurance for all aircraft and in addition the following insurance coverage on all of its operational equipment:

Property Damage Liability	\$2,000,000	Micro Fiched
Passenger Bodily Injury	2,000,000	
Bodily Injury (ex passengers)	2,000,000	

In addition, the Contractor shall provide insurance as to the results of cloud seeding in the principle amount of \$10,000,000. Each of the Sponsoring Agencies shall be named as an additional insured and evidence of such insurance shall be provided prior to the first cloud seeding flight. Contractor shall furnish a certificate of workmen's compensation insurance or self insurance indicating compliance with the Labor Code of California, and shall provide 30 days written notice to the Sponsor prior to cancellation of any of the insurance above mentioned.

9. Contractor shall indemnify Sponsor and each of the Sponsoring Agencies, their officers, agents and employees against all loss, damage, expense and liability resulting from injury to or death of person including, but not limited to, employees of the Sponsor or Sponsoring Agencies or Contractor, or injury to property including, but not limited to, property of the Sponsor and Sponsoring Agencies or Contractor arising out of or in any way connected with the performance of this agreement, excepting only such injury or death as may be caused by the sole negligence or willful misconduct of Sponsor or Sponsoring Agency. Contractor shall at Sponsor's request, defend any suit asserting a claim covered by this indemnity. Contractor shall pay all costs that may be incurred by the Sponsor in enforcing this indemnity, including reasonable attorney's fees.

10. Contractor agrees to be bound by and conform to all laws and regulations of the United States, the State of California and other governing bodies, particularly with respect to cloud seeding operations and shall keep in force its current weather modification license under the statutes of the State of California. All required permits, licenses and authorizations required in the performance of the work shall be acquired and maintained by and at the cost of the Contractor and required reports of cloud seeding activities shall be filed with the appropriate agencies.

11. The Sponsor has requested permission of the Department of Water Resources, State of California to commence weather modification activity over the target areas prior to completion of the normal publication period for Notices of Intent. The Contractor, at his own cost, will arrange for publication of such Notices of Intent.

12. As noted in paragraph No. 4 above, this contract may be suspended, reinstated or terminated by the Sponsor or any one of the Sponsoring Agencies as to its own target area(s) of interest; provided, however, that no such suspension or termination shall reduce the Sponsor's obligation to make payments as hereafter set out, unless and until notice of termination from the Sponsor relating to the entire project is provided in writing. Such program termination shall not be effective as to payment obligations under this agreement until and after January 15, 1978. In the event of termination, all monies already paid to the Contractor by the Sponsor shall be retained as compensation for service already performed, and in addition thereto, the Sponsor shall pay to the Contractor any other monies that may be due for services performed prior to the date of termination.

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13. For performance of all services under this agreement, the Sponsor will pay the Contractor a maximum of One Hundred Thirty Eight Thousand, Four Hundred Twenty Three Dollars (\$138,423). Payment shall be made on the following Schedule:

<u>On or Before</u>	<u>Dollars</u>
December 1, 1977	\$ 30,712.50
December 15, 1977	43,545.50
January 15, 1978	12,833.00
February 15, 1978	12,833.00
March 15, 1978	12,833.00
April 15, 1978	12,833.00
May 15, 1978	12,833.00
	<u>\$ 138,423.00</u>

It is understood and agreed that the actual payment to the Contractor will be made directly by each of the Sponsoring Agencies in proportion to their interests in the program.

It is further understood and agreed that early termination of the program shall, notwithstanding the figures and amounts set out above, be on the following basis:

<u>Effective Date of Termination</u>	<u>Total Amount Due Contractor</u>
May 1, 1978	\$ 133,008
April 15, 1978	127,594
April 1, 1978	122,079
March 15, 1978	112,757
March 1, 1978	106,341
February 15, 1978	99,924
February 1, 1978	93,507
January 15, 1978	87,091

14. Any and all references to the County of Lake or to Lake County are to be considered as referring to the Lake County Flood Control and Water Conservation District.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this agreement effective the 15th day of November, 1977.

SPONSOR represented jointly by the following SPONSORING AGENCY(S):

ATTEST: *D. Williams, Clerk* SONOMA COUNTY WATER AGENCY
By: *Alfred Bonnis*
Deputy Clerk *William J. Miller*
Chairman, Board of Directors

ATTEST:
Albert P. Peltrami, Clerk
By: *Ellen Young, Deputy*

COUNTY OF MENDOCINO Micro Fiched
James E. Eddie
Chairman, Board of Supervisors

ATTEST:
ATTEST: LOIS R. HESTERBERG
CLERK OF THE BOARD
Lois R. Hesterberg
By: *James R. Clark*
DEPUTY CLERK

COUNTY OF LAKE
James I. Stuber
Chairman, Board of Supervisors

ATTEST:
Shirley J. Johnson
Clerk to the Board

COUNTY OF SOLANO
Thurmond H. Henshaw
Chairman, Board of Supervisors

ATTEST:
LAURENCE P. HENIGAN, Clerk
Laurence P. Henigan
By: *Alfred E. Lucas*
DEPUTY

COUNTY OF YOLO
Thurmond J. Thompson
Chairman, Board of Supervisors

ATTEST:
Norma L. Smith
Secretary

MARIN MUNICIPAL WATER DISTRICT
Bernie Hare
General Manager (Acting)

ATTEST:
Alfred M. Paulin
Secretary

YOLO COUNTY FLOOD CONTROL &
WATER CONSERVATION DISTRICT
James O. Giff
Chairman, Board of Directors

CONTRACTOR:

ATTEST:

WEATHER CONSULTANTS, INC.

C. M. Chadwick
Secretary

John T. Walser
President

Micro Fiched

FILED

DEC - 9 1977

LAURENCE P. HENIGAN, Clerk

By Deputy

AGREEMENT NO. 77- 352

(Agreement Amending Agreement No. 77-304 for Consulting Dietitian Services for the Yolo County Juvenile Hall)

THIS AGREEMENT, made and entered into this 6th day of December, 1977, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Constance Hibbard, hereinafter called CONTRACTOR,

W I T N E S S E T H:

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I. RECITALS:

A. COUNTY AND CONTRACTOR have previously entered into Agreement No. 77-304, dated September 13, 1977, for consulting dietitian services.

B. Agreement No. 77-304 stipulates that the term of the Agreement shall commence on September 1, 1977. This is in error and the Agreement should have had the term commence on July 1, 1977, and it is the desire of the parties hereto to so amend said Agreement.

II. AGREEMENTS:

A. The sentence beginning on line 11 and ending on line 15 of Page 2 of Agreement No. 77-304 is hereby amended to read as follows:

The term of this Agreement shall commence on July 1, 1977 and shall terminate on June 30, 1978; provided however, this Agreement may be terminated by either party hereto by a 30-day written notice of intention to terminate said Agreement.

B. Except as herein amended, each and every term of Agreement No. 77-304 is hereby ratified and affirmed.

1 IN WITNESS WHEREOF, the parties hereto have executed
2 this Agreement on the day and year first above written.

3 COUNTY OF YOLO, a political sub-
4 division of the State of California

5
6 BY Angela J. Thompson
7 CHAIRMAN OF THE BOARD OF
8 SUPERVISORS, COUNTY OF YOLO,
9 STATE OF CALIFORNIA

DEC - 9 1977

10 ATTEST:

11 LAURENCE P. HENIGAN, CLERK

Micro Fiched

12 BY Patricia L. Linn

DEPUTY

13 (SEAL)

14
15 Constance Hibbard
16 CONSTANCE HIBBARD

17 APPROVED AS TO FORM

18 CHARLES D. JACK
19 COUNTY COUNCIL

20 By Charles D. Jack

DEPUTY COUNTY COUNSEL

DEC - 9 1977

LAURENCE P. HENIGAN, Clerk

By: [Signature]
Deputy

**GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT
AMENDMENT**

Group No. 1030

The Group Medical and Hospital Service Agreement between Kaiser Foundation Health Plan, Inc. and the Group named below is amended as follows:

See Additional Provisions.

The periodic payments are changed to those shown below

APPROVED AS TO FORM AND
SUBSTANCE BY

CHARLES R. MACK
COUNTY COUNSEL

By: [Signature]
DEPUTY COUNTY COUNSEL

COVERAGE: All Subscribers have "S" Coverage. All Family Dependents have "S" Coverage.

MONTHLY PAYMENTS: The monthly payments per Family Unit required under this Agreement are shown below: **Micro Fiched**

Basic Rate Structure

		Total
Subscriber	\$ <u>29.94</u>	\$ <u>29.94</u>
Subscriber with one Family Dependent	Add \$ <u>29.94</u>	\$ <u>59.88</u>
Subscriber with two or more Family Dependents	Add \$ <u>26.52</u>	\$ <u>86.40</u>

Variables to Basic Rate Structure

For each dependent child age 19 to 24 in a family of four or more Members

Add \$ 14.98

For each Member age 65 or older who is (a) not entitled to benefits under Part B of Medicare, or (b) entitled to benefits under Part B of Medicare but has not assigned such benefits to Health Plan

Add \$ -0-

For each Member (up to 3 per Family Unit) entitled to benefits under both Parts A and B of Medicare who has assigned Part B benefits to Health Plan:

Subscriber
Subscriber's spouse (or child if there is no spouse)
Other Family Dependents

Subtract \$ 10.60
Subtract \$ 10.60
Subtract \$ 7.18

Date Accepted December 6, 19 77

Executed at Oakland, California to take effect

as of February 1, 1978

Date November 14, 1977

Group Yolo County
Auditor's Office
Court House
Woodland, CA 95695
COUNTY OF YOLO

KAISER FOUNDATION HEALTH PLAN, INC.,
A California nonprofit corporation

By: [Signature]
Group Representative J. J. Thompson

By: [Signature]
Authorized Representative, Northern California

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

680 SS P/R dr3 dep9+ M/R 19.34

**KAISER
FOUNDATION**
HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

ADDITIONAL PROVISIONS

**AMENDMENTS TO
GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT**

Micro Fiched

1. Section 1-M is amended as follows:

"M. **Non-Member Rates:** The charges set forth in the applicable schedule of charges maintained by Medical Group or Hospitals for services provided to patients who are not members."

2. Wherever they appear in the Service Agreement, the words "Prevailing Rates" are amended to "Non-Member Rates".
3. The last sentence in Section 6-B(7) is deleted.
4. Section 8-B is amended by adding a sentence following the first sentence, as follows:

" 'Expenses of arbitration' do not include counsel or witness fees or other expenses incurred by a party for his or her own benefit."

5. Section 9, **Term and Termination.** The second paragraph is deleted and a new second paragraph is entered as follows:

"Except as expressly provided in this Section, all rights to services and other benefits hereunder terminate as of the effective date of termination. If this Agreement is terminated, and totally disabled Member who became totally disabled after December 31, 1977, and while enrolled as a Member under this Agreement shall, subject to all limitations and restrictions of this Agreement, including payment of Supplemental Charges, be covered for the disabling condition for (a) 12 months, or (b) until no longer totally disabled, or (c) until this Agreement is replaced by another group health benefits arrangement providing benefits similar to those provided hereunder (if such other arrangement is without limitation as to the disabling condition), whichever occurs first. A person is totally disabled if he or she satisfies the physical condition criteria for disabled benefits under the Social Security Act."

6. Section 10-I, **Notices**, is changed to Section 10-J, **Notices**.
7. A new Section 10-I is added as follows:

"I. **Member Information.** Group shall inform Subscribers (i) of the monthly payment applicable to their coverage; (ii) of conditions of eligibility regarding Subscribers and Family Dependents; and (iii) when coverage becomes effective and terminates."

(Continued)

**AMENDMENTS TO
BENEFIT SCHEDULE(S)**

1. Wherever they appear in the Benefit Schedule(s), the words "Prevailing Rates" are amended to "Non-Member Rates".
2. Section E is amended by changing the title to "Physical Therapy, Inhalation Therapy, Short-Term Rehabilitation, Occupational Therapy and Speech Therapy", and by adding paragraph 3, "Occupational Therapy", and paragraph 4, "Speech Therapy", as follows:

Micro Fiched

"3. **Occupational Therapy.** During coverage under this Agreement (including renewals), up to 20 prescribed occupational therapy treatments are provided for each condition in Medical Offices upon payment of the registration charge, if any, specified in Section A-2. Additional visits are provided to Members with no Medicare coverage and Part A Members at Non-Member Rates and to Medicare Members and Part B Members upon payment of the registration charge, if any, specified in Section A-2.

Occupational therapy hereunder is limited to treatment which assists the Member to achieve and maintain improved functioning in self-care and in other customary activities of daily living, and is provided only for medical conditions which, in the judgment of the Attending Physician, are subject to significant improvement through short-term therapy.

4. **Speech Therapy.** During coverage under this Agreement (including renewals), up to 20 prescribed speech therapy treatments are provided for each condition in Medical Offices upon payment of the registration charge, if any, specified in Section A-2. Additional visits are provided to Members with no Medicare coverage and Part A Members at Non-Member Rates and to Medicare Members and Part B Members upon payment of the registration charge, if any, specified in Section A-2.

Speech therapy hereunder is limited to treatment for speech impairments of specific organic origin, and is provided only for conditions, which in the judgment of the Attending Physician, are subject to significant improvement through short-term therapy."

ALL RIGHTS RESERVED
ORIGINAL DOCUMENT

FILED

DEC 2 1977

LAURENCE E. CONLEY
By *Debra E. Conley*
Deputy

Corrected by
Minute Order No. 78-38,
Item No. 7.

AGREEMENT NO. 77- 354
(Amendment of Lease Agreement)

THIS AMENDMENT OF LEASE AGREEMENT is made on December
13, 1977, between the COUNTY OF YOLO, a political subdivision
of the State of California ("LANDLORD"), and CLARENCE DANIELSON,
211 Buena Tierra, Woodland, California, 95695 ("TENANT"), who
agree as follows:

Micro Fiched

RECITALS:

This amendment of lease agreement is made with reference to
the following facts and objectives:

1. The LANDLORD and TENANT entered into a written lease agree-
ment dated November 23, 1976, known as Yolo County Agreement
No. 76-313.
2. In said Agreement No. 76-313, LANDLORD leased to TENANT, and
TENANT leased from LANDLORD, a portion of the County Farm
for the purpose of producing a crop consisting of barley
and/or wheat.
3. The term of said Agreement expired on October 31, 1977.
4. The parties desire to continue the term of the lease for an
additional period of one (1) year.
5. Additionally, the parties desire to amend Lease Agreement No.
76-313 in several ways.

AGREEMENTS:

1. Description. The following amendment shall be added to
paragraph 1 of Lease Agreement No. 76-313: "Excepting approx-
imately two (2) acres at the eastern edge of the described
property, said two acres consisting of the right-of-way of
the extension of Cottonwood Street that is currently under
construction."
2. Commencement of Term. Paragraph 2 of Lease Agreement No.
76-313 shall be deleted in its entirety and there shall be

1 inserted in its place the following: "The term of the
2 lease shall commence on November 1, 1977 and shall terminate
3 on October 31, ¹⁹⁷⁸~~1977~~." *W.L.V.*

- 4 3. Possessory Interest. The following amendment shall be
5 added as paragraph 17 of Lease Agreement No. 76-313:

6 "Possessory Interest. Notice is hereby given
7 that this written contract may be one with a
8 private party whereby a possessory interest *Micro Fiched*
9 subject to property taxation is created. Such
10 property interest may be subject to property
11 taxation if created, and the party in whom the
12 possessory interest is vested may be subject to
13 payment of property taxes levied on such
14 interest."

- 15 4. Effectiveness of Lease Agreement. Except as set forth in
16 this amendment of lease agreement, all provisions of Lease
17 Agreement No. 76-313 shall remain unchanged and in full
18 force and effect.

19 IN WITNESS WHEREOF, the parties hereto have executed
20 this agreement the day and year first above written.

21 COUNTY OF YOLO, a political subdivision of
22 the State of California

23 By *Joseph J. Thompson*
24 CHAIRMAN OF THE BOARD OF SUPERVISORS

25 LANDLORD

DEC 15 1977

Approved as to Form

Dated 12-16-77

Elizabeth Fryck
County Counsel of Yolo County

26 ATTEST:

27 LAURENCE P. HENIGAN, CLERK

28 By *Pat E. Lucas*
29 Deputy

30 (SEAL)

31 BY *Clarence Danielson*
CLARENCE DANIELSON

32 TENANT

32, 1
FILED
DEC 10 1977
LAURENCE P. HENNING, Clerk
By: *Barbara Rodgers*
AGREEMENT NO. 77-355

(AGREEMENT TO EXCHANGE ATTORNEYS FOR
TRAINING PURPOSES WITH STATE)

This agreement made and entered into this 13th day
of December, 1977, by and between the County of
Yolo, a political subdivision of the State of California, here-
inafter called County, and the State Public Defender's Office,
hereinafter called State, and agree to exchange employees for
training purposes. The State and County make this agreement
pursuant to the provisions of Section 19369 of the Government
Code of the State of California and Section 2-6.38.1, Chapter
6 of the Yolo County Code for the detailing of:

YOLO COUNTY EMPLOYEE JAMES GORDON WRIGHT

Micro Fiched

SOCIAL SECURITY NUMBER 568-64-2496

OFFICE ADDRESS: 815 Court Street, Woodland, CA 95695

and

STATE EMPLOYEE MICHAEL LEE PINKERTON

SOCIAL SECURITY NUMBER 524-70-0103

OFFICE ADDRESS: 455 Capitol Mall, Sacramento, CA

to the Public Defender's Office of the other, under the following
terms and conditions:

I. JUSTIFICATION FOR THE EXCHANGE:

This program will be a one to one exchange of attorneys
between the Yolo County Public Defender's Office, whose attor-
neys with minor exceptions, confine themselves solely to the
practice of law on the Municipal or Superior Court trial levels
and the California State Public Defender's Office whose attorneys,
with minor exceptions, function solely on the Appellate Court
level.

It is envisioned that the program will only be available
to attorneys who are experienced in the practice of law in their
respective offices and that the placements will be in the nature

of training and development under the tutelage of experienced attorneys in the office receiving the respective placements.

II. POSITION DATA AND SUPERVISION:

The attorneys assigned to Yolo County will receive a one week orientation from the training officer of the Yolo County Public Defender's Office, handle a varied selection of courts for a three week period and spend the next five months, in as equal a division as is practical, doing Preliminary Hearings and Misdemeanor Jury Trials in Department One of the Yolo County Municipal Court District. Where possible and providing the attorney expresses a particular interest, some effort will be made to expose him or her to the juvenile court process.

Those attorneys assigned to the California State Public Defender's Office will receive an introductory training and orientation concerning appellate procedure and take the responsibility for direct appeals under the supervision of one of the senior attorneys of the California State Public Defender's Office, who will help them define issues and formulate the final brief. It is expected that the placement attorney will file all briefs on the case assigned and argue the appeal even if the placement attorney has returned to assignment in the Yolo County Public Defender's Office.

Micro Fiched

III. EXPECTED RESULTS OF THE TRAINING AND DEVELOPMENT PROGRAM:

This program is expected to provide the placement attorneys with experience which is unavailable in the employee's organization, the exposure of each to new ideas and approaches within the criminal law field, and a familiarity with each other's resources.

Each of the respective officers will benefit from the development of a pool of attorneys with facility in a broader practice of criminal law, greater understanding and therefore the possibility of solving the problems faced by each, and finally no loss of attorney time during this process.

IV. COSTS, EXPENSES, AND FRINGE BENEFITS:

Each jurisdiction will pay its own attorney who will remain under the control of its own jurisdiction for all administrative purposes including vacation, sick leave, health insurance, and worker's compensation. The period of exchange will be creditable in determining the rate of eligibility for a higher rate of leave accrual and for other benefit purposes. No placement attorney will be allowed vacation time during the placement except as agreed to by the office receiving the placement.

V. SUMMARY OF ASSIGNMENT:

At the completion of this exchange, the placement office will provide the supervisor of the placed attorney with a written summary of the work performed.

VI. APPLICABILITY OF RULES, REGULATIONS AND POLICIES:

The rules and policies of both the Yolo County Public Defender's Office and the California State Public Defender's Office governing standards of conduct shall apply to the employee.

VII. TERM OF CONTRACT:

This contract will commence on January 3, 1978,
19 78, and will terminate June 30, 19 78.

The agreement is subject to termination by either party by a written two week notice.

Micro Fiched

APPROVED:

FOR THE STATE OF CALIFORNIA

COUNTY OF YOLO, A POLITICAL
SUBDIVISION OF THE STATE OF
CALIFORNIA

Serg S. Sordjantz
(Signature)
Chief Assistant State
Public Defender
(Title)

December 16, 1977
(Date)

BY: James J. Thompson
(Signature)
Chairman of the Board of Supervisors
(Title)

12-19-77
(Date)

CONCURRENCE:

This contract is entered into between the State of California and the County of Yolo with my concurrence.

Approved as to Form
Dated 12-16-77
Elizabeth Frick
County Counsel of Yolo County

Michael Lee Powell
(State Employee)

James M. Wright, Esq
(County Employee)

1 AGREEMENT NO. 77-356

2 (Agreement for the Assumption of Rights and Responsibilities
3 under Agreement No. 77-231, Providing for Ambulance Service for
4 Mental Health Services patients)

5 THIS AGREEMENT made and entered into this 13th day of
6 December, 1977, by and between the County of Yolo, a political sub-
7 division of the State of California, hereinafter referred to as COUNTY, and
8 Mr. William D. Seltzer, doing business as A-1 Yolo Ambulance Service, herein-
9 after referred to as CONTRACTOR.

10 Micro Fiched

11 WITNESSETH:

12 RECITALS:

- 13 1. COUNTY and Keith Culley, William D. Seltzer's predecessor in interest in
14 A-1 Yolo Ambulance Service, are parties to Agreement No. 77-231, in which
15 Keith Culley agrees to provide and for which COUNTY agrees to pay trans-
16 portation services for certain patients of its Mental Health Services.
17 2. Keith Culley sold said Ambulance Service to William D. Seltzer without
18 mention of assignment of Agreement No. 77-231 but with notice of Sale to
19 the COUNTY dated October 1, 1977.
20 3. COUNTY desires to continue to utilize said services of A-1 Yolo Ambulance
21 Services and CONTRACTOR desires to continue to provide said services.

22 AGREEMENTS:

- 23 1. CONTRACTOR agrees to provide the services and the COUNTY agrees to pay for
24 the provision of those services described and under the terms and conditions
25 setforth in Agreement No. 77-231, incorporated herein by reference thereto.

26 IN WITNESS WHEREOF, the parties hereto have executes this Agreement
27 as of the day and year hereinabove setforth.

28 COUNTY OF YOLO, a political subdivision
29 of the State of California

30 ATTEST:

31 LAURENCE P. HENIGAN, CLERK

32 BY

Angela J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

BY Pete Lucas
CLERK

AMBULANCE SERVICE

MENTAL HEALTH SERVICES

BY Carl Seltzer
PROGRAM CHIEF

APPROVED AS TO FORM

CHARLES R. TACK

COUNTY CLERK

By Charles R. Tack
DEPUTY COUNTY CLERK

Book

FILED

DEC 30 1977

LAURENCE P. HENIGAN, CLERK
By Laurence P. Henigan
Clerk

AMENDED BY
AGREEMENT # 77-135

AGREEMENT NO. 77-357

(Agreement Amending Agreement No. 77-232 for
Providing Certain In-patient and Out-patient Services)

THIS AGREEMENT made and entered into this 13th day of
December, 1977, by and between the County of Yolo, a political sub-
division of the State of California, hereinafter referred to as COUNTY, and
Sutter Community Hospital, a non-profit corporation, hereinafter called
HOSPITAL.

WITNESSETH:

Micro Fiched

RECITALS:

The parties hereto wish to amend Agreement No. 77-232 in order to
modify the insurance provisions of that Agreement.

AGREEMENTS:

1. Agreement 4, Page 2 of Agreement No. 77-237 is hereby amended to read as
follows:
HOSPITAL assumes all responsibility for services covered under the per-
formance of this Agreement. HOSPITAL shall purchase and maintain for the
duration of this Agreement a policy of malpractice insurance in the amount
of \$3,000,000/\$3,000,000. HOSPITAL agrees to defend, indemnify and hold
COUNTY harmless from any and all claims, liability or loss arising in any
way out of the performance of this Agreement.
2. All other provisions of said Agreement No. 77-232 shall remain in full
force and effect as written in said Agreement for the term thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
as of the day and year herein above setforth.

COUNTY OF YOLO, a political subdivision
of the State of California

By Laurence P. Henigan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Charles R. Mack
CLERK

MENTAL HEALTH SERVICES

BY William A. Schaeffer
Program Chief

SUTTER COMMUNITY HOSPITALS, a non-profit
corporation

BY William A. Schaeffer
ADMINISTRATOR

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY CLERK
By Charles R. Mack
COUNTY COUNSEL

FILED

JAN - 6 1978

LAURENCE P. HENIGAN, Clerk
By Debra C. Conley
Deputy

AGREEMENT NO. 77-358
CONTRACT BETWEEN THE STATE OF CALIFORNIA
EMPLOYMENT DEVELOPMENT DEPARTMENT
AND THE
COUNTY OF YOLO

RECEIVED

JAN - 6 1978

LAURENCE P. HENIGAN, Clerk
By _____
Deputy

WORK INCENTIVE - CAREER OPPORTUNITY DEVELOPMENT PROGRAM
CONTRACT FOR ON-THE-JOB TRAINING

THIS CONTRACT is made and entered into this 5th day of DECEMBER 1977
in WOODLAND, County of YOLO, State of California, by
and between the State of California through its Employment Development Department, hereinafter called the Department, and COUNTY OF YOLO, hereinafter called the Contractor.

WHEREAS, Part C, of Title IV of the Social Security Act provides for the Work Incentive Program, which has as one of its objectives the moving of Aid to Families with Dependent Children (AFDC) welfare recipients into productive employment through education and on-the-job training; and Micro Fiched

WHEREAS, the Department has available certain funds granted by the United States Department of Labor and appropriated by the California State Legislature for the purpose of this contract; and

WHEREAS, the State Personnel Board (hereinafter referred to as the Board) is authorized under Section 5251 of the Unemployment Insurance Code to pay to the Department the amount necessary to provide employers of participants in the Work Incentive Program - Career Opportunity Development Program with up to 100 percent of the wages to be paid said participants; and

WHEREAS, the Board has authorized the Department to contract on its behalf with potential employers of participants in the Work Incentive Program - Career Opportunity Development Program for jobs developed by the Board, and has made arrangements to transfer certain funds to the Department in order to reimburse the Contractor for authorized costs incurred under this contract; and

WHEREAS, the Department has the right and power to enter into this contract pursuant to the aforementioned master agreement with the United States Department of Labor and under the provisions of Section 5200 and 5201 of the Unemployment Insurance Code; and

WHEREAS, the parties hereto have mutually agreed to participate in a project (hereinafter referred to as the Project) to provide educational services and regular on-the-job training to Work Incentive Program participants;

NOW, THEREFORE, in consideration therefor, it is agreed that:

1. The term of this contract shall be from JANUARY 1, 1978 through SEPTEMBER 30, 1978, not to exceed one year.
2. The Department shall refer WIN recipients, hereinafter participants, to the Contractor, who will consider them for employment involving a total of 4 positions funded under this contract.

3. Employment of participants shall not conflict with any applicable collective bargaining agreement, nor shall implementation of this contract result in either full or partial displacement of the Employer's current full-time employees. If a collective bargaining agreement is applicable, appropriate union officials shall be informed of the hiring of the participants, and participants shall be informed of the existence of the collective bargaining agreement.
4. a. The Contractor shall provide completed training outlines for each classification, as set forth in Attachment 2, attached hereto and incorporated herein by reference. These training outlines shall become a part of career plans for each participant, developed by the Contractor consistent with the objectives of the Career Opportunity Development Program established pursuant to Division 4 of the Unemployment Insurance Code (commencing with Section 12000) and Chapter 3.5 of Division 2 of the Unemployment Insurance Code (commencing with Section 5250). Micro Fiched
- b. The Contractor shall place participants in training positions as set forth in Attachment 1, Cost Schedule and Budget, attached hereto and incorporated herein by reference. The Contractor agrees to retain each participant in training no longer than necessary to develop the participant's skills and to place each participant in a regularly budgeted position at a skill level comparable to that attained during the training period (except as provided in Paragraph 4 herein). Participants will be engaged in training and development and will not fill any of the Contractor's regularly budgeted positions during their training period.
- c. Notwithstanding any other provision in this contract, if the Contractor is a State agency, any hiring of participants shall be in accordance with State civil service procedures.
- d. It is acknowledged that there are contingencies not within the control of the Contractor which would limit its ability to comply in full with this paragraph 4. Such circumstances include cases where: the participant does not perform satisfactorily on the job; funds to provide for continued employment of the participant are requested by the Contractor from its appropriating authority but are not approved; the Contractor places a freeze on further hiring after the contract is signed; the participant is unable to comply with Civil Service regulations which are required by law and are reasonable and appropriate to the job. However, this commitment requires all good-faith efforts to provide such unsubsidized employment for each participant who performs satisfactorily.
5. The Contractor may terminate any participant in the Project in accordance with its regular employment practices, but only after notifying the participant of his/her unsatisfactory performance, and providing him/her with an opportunity to improve thereon; provided further, that Contractor may terminate any participant only after notifying the Department prior to termination or notice of termination, whichever occurs first.
6. The Contractor shall:
 - A. Provide supervision, materials, space, equipment and timely job instruction necessary for the operation of the Project;
 - B. Provide a training site which complies with all applicable Federal, State, and local health and safety laws;

- C. Provide such safety instructions and equipment to participants which are necessary to establish reasonable protection against injury and damage.
- D. Provide worker's compensation coverage to all participants. In no event shall the coverage provided such participants be less than the coverage provided by the Contractor for its regular employees.
- E. Provide special clothing or equipment to participants where the Contractor normally provides such clothing or equipment to its regular employees.
- F. Not reduce its level of training or expenditures for training in any way as the result of this contract.

Micro Fiched

- 7. The Contractor shall provide the Department and the Board with monthly written reports, on forms supplied by the Department, for the review and evaluation of participant progress and program effectiveness. These reports shall include records of participant performance and attendance.
- 8. a. The Department or its designee shall have the right to observe and monitor all the conditions and activities involved in the Project under this contract and shall have a right of access to the work site during normal working hours, subject to prior permission of the Contractor. Such permission shall not be withheld unreasonably.
- b. The Contractor shall permit the Department or its designee and, in addition, the Secretary of Labor or his duly authorized representative and/or the Comptroller General or his duly authorized representative to inspect the books, records, and papers of the Contractor related to the performance of this contract during normal business hours upon request by the Department. The Contractor shall maintain books, records, documents, and other evidence sufficient to reflect properly all costs of whatever nature incurred for the performance of this contract. The Contractor shall preserve and make available said books, records, documents and other evidence until the expiration of three years from the date of final payment under this contract.
- 9. a. The Contractor shall pay to all participants a wage which shall be at least equal to the higher of the applicable State or Federal minimum wage, or the prevailing wage for the work performed by persons employed in similar occupations.
- b. Participants shall be employed under the same working conditions and shall be entitled to the same benefits and promotional opportunities as other employees of the Contractor in similar positions.
- 10. The Contractor shall keep confidential any and all information about participants and their immediate families. Without a participant's prior permission, Contractor shall divulge such information only to persons with responsibilities under this agreement, and then only if necessary for the performance and evaluation of this agreement.

11. Insofar as funds are available to the Department under Section 431(a) of the Social Security Act and Section 5251 of the Unemployment Insurance Code for the purpose of financing this contract for Federal Fiscal Year 77/78 and Federal Fiscal Year , the Department shall reimburse the Contractor a total cost under this contract of \$ 17,991.00, as shown in the Cost Schedule and Budget Summary, attached hereto and incorporated herein as Attachment 1. The total cost to be reimbursed to the Contractor shall not exceed \$ 17,991.00 in Federal Fiscal Year 77/78, with the balance of the total cost under this contract to be reimbursed to the Contractor in Federal Fiscal Year . This total shall be an amount not to exceed 100% of the Contractor's costs, including fringe benefits, of employing participants as specified in Attachment-1. In no event shall the Contractor be entitled to reimbursement under this contract for any costs incurred during a given federal fiscal year in excess of the amount for such federal fiscal year specified in or computed pursuant to this paragraph.
12. The Contractor shall request reimbursement monthly within 30 days following the last payroll period of the preceding month. Three copies each of the WIN-COD OUT invoice and payroll report forms, supplied by the Department, shall be mailed each month to:

West Sacramento WIN Office #1161
3911 West Capitol Avenue
West Sacramento, CA 95691

Micro Fiched

13. In accordance with Title VI of the Civil Rights Act of 1964 and the regulations issued under that title, any service, financial aid, or other benefits to be provided under this contract shall be provided without discrimination because of race, color, or national origin. The Contractor shall permit reasonable inspection of its records by the Department to insure compliance with this paragraph.
14. If Contractor is a State Department, in recognition of the affirmative action needs of the contracting department, with consideration given to the current ethnic composition of the contracting department's work force, and to the availability of minority WIN-COD eligibles in the labor force from which the contracting department hires, the Contractor agrees to make a good faith effort to employ minority individuals to fill the following percentages of the positions funded under this Agreement by the dates indicated:

	<u>% of Positions Funded</u>	<u>Target Date</u>
American Indian/Esquimo	<u> </u>	<u> </u>
Asian	<u> </u>	<u> </u>
Black	<u> </u>	<u> </u>
Filipino	<u> </u>	<u> </u>
Polynesian	<u> </u>	<u> </u>
Spanish Speaking/Surnamed	<u> </u>	<u> </u>
Other	<u> </u>	<u> </u>

15. There are no oral understandings or agreements not incorporated herein. Alterations, variations, or amendments of the terms of this agreement must be in writing, signed by the parties hereto.
16. This contract may be terminated by either party upon 30 days notice in writing to the other party. The contract shall be terminated immediately upon written notice to the Contractor if funds are no longer available.
17. In the event of contract termination, the Department shall reimburse the Contractor for all reimbursable costs which have been incurred up to the date of termination. The Contractor shall submit a final invoice within 60 days following termination.
18. Any and all tools and equipment purchased by the Department for the purpose of this contract, except those items provided to the participants as uniforms, are the property of the United States Department of Labor and the State of California, Employment Development Department.
19. As required by 41 Code of Federal Regulations 29-61.1(a), no individual retained or hired by the Contractor has performed or will perform "representational activities" before the United States Department of Labor if such individual was formerly employed in the Office of the Assistant Secretary for Employment and Training, the Employment and Training Administration, or any subdivision thereof in a position GS 14 or above within two (2) years prior to the performance of such representational activity, defined to include any appearance, conversation, or other direct contact in relation to the contract with any employee of the United States Department of Labor. Upon breach or violation of this condition, the contract is terminable at the option of the United States Department of Labor without liability to the Department. Micro Fiched
20. The Contractor shall not encumber or in any way contract on behalf of or in the name of the Department.
21. Any attempt by Contractor to delegate its duties under this agreement shall be of no force and effect and shall permit the Department immediately to terminate this contract.
22. Notwithstanding any other provision of this contract, if the Contractor is a state agency, since performance of this contract will benefit both state agencies, costs under this contract are not computed in accordance with Section 8760 of the State Administrative Manual.
23. Every reasonable course of action will be taken by Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. This contract will be administered in an impartial manner, free from personal, financial, or political gain. Contractor, its agents and employees shall, in administering the contract, avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias or personal gain.

IN WITNESS WHEREOF, this contract has been executed by and on behalf of the parties hereto, the day and year first above written.

CONTRACTOR

EMPLOYMENT DEVELOPMENT DEPARTMENT

Twyla J. Thompson
Signature

Roger W. Baldwin
Signature

TWYLA J. THOMPSON

Printed Name

ROGER W. BALDWIN

Printed Name

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

MANAGER

Title

Title

725 COURT STREET (P. O. BOX 1098)
WOODLAND, CA 95695

Address

114 West Main Street

Address

Micro Fiched

Woodland CA 95695

662-8681

Approved as to Form

Dated

DO NOT WRITE IN THIS SPACE

AMOUNT OF THIS ESTIMATE	APPROPRIATION		FUND	
\$	ITEM	CHAPTER	STATUTES	FISCAL YEAR
UNENCUMBERED BALANCE	FUNCTION			
\$	LINE ITEM ALLOTMENT			
ADJ. INCREASING ENCUMBRANCE				
\$				
ADJ. DECREASING ENCUMBRANCE				
\$				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER			DATE	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review or approval by the Department of Finance.				
I hereby certify that all conditions for exemption have been complied with and this contract is exempt from approval by the Department of General Services.				
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY			DATE	
D				

ATTACHMENT 1
COST SCHEDULE AND BUDGET
COUNTY OF YOLO

4 CLERICAL TRAINEES

6 Months Training

5 Months training at \$572.00

1 Month training at \$612.00

 $(4 \times 5 \times \$572.00) + (4 \times 1 \times \$612.00)$

= \$13,888.00

GROSS SALARIES

\$ 13,888.00

Fringe Benefits at 28.10%

(Includes: OASDI, Health & Welfare, Retirement,
and Workers' Compensation)

= 3,903.00

Micro Fiched

3,903.00

4 Pre-employment Physicals @ \$50.00

= 200.00

200.00

TOTAL COST AND BUDGET

\$ 17,991.00

* Includes anticipated 7% Cost of Living increase
effective July 1, 1978.

All hires are to be completed by not later than March 31, 1978.

COD TRAINING OUTLINE

JUN-1920 (11/76)

ATTACHMENT 2 PAGE 1 OF 1
WIN-COD-OJT NO. 9400-315
REGISTRATION NO. 78001571

1. TRAINING CLASSIFICATION TITLE (Note: use separate page for each training classification)	2. NUMBER OF PARTICIPANTS TO BE TRAINED	3. STARTING SALARY
Clerical Trainee	4	\$572.00 MONTH

4. MINIMUM ENTRY REQUIREMENTS OF TRAINING CLASSIFICATION

Ability to: learn and perform simple clerical work; spell correctly, use correct English, and make simple arithmetic computations; follow oral and written directions; work harmoniously with others. Six months clerical experience is required in order to meet the minimum requirements for the transition class, which requires one year of typing and clerical experience.

5. JOB DUTY STATEMENT FOR TRAINING CLASSIFICATION

Process mail, perform beginning and intermediate typing, posts simple records, files, operates duplicating machine, relieves receptionist, may transcribe dictation.

6. ELEMENTS OF TRAINING SKILLS TO BE DEVELOPED	TIME FRAME (identify in months)
1. Orientation to job responsibilities, instruction on departmental policies and county ordinances.	1 month
2. Techniques of letter and report construction; instruction on various machines used in performing duties.	1 month
3. Instruction on compiling statistical reports and lists.	2 months
4. Instruction in assisting clerical staff in screening telephone, visitors, instruction in recruitment process, evaluation and counseling.	2 months
TOTAL TIME (This should correspond to total of individual time frames)	6 months

7. TRAINEE TO BE SUPERVISED BY: (Classification level only)

Administrative Clerk IV, Administrative Clerk III, Secretary III

8. THIS TRAINING OUTLINE PREPARED BY: (name)

Al Olson-Pacheco and Ruth Tucker

CLASSIFICATION LEVEL

Senior Personnel Analyst

Administrative Clerk IV

DATE

9/16/77

9. TITLE OF TRANSITION CLASSIFICATION

Typist Clerk II

10. MONTHLY SALARY

\$638

11. NUMBER OF CURRENT PERMANENT EMPLOYEES

38

12. MINIMUM ENTRY REQUIREMENTS OF TRANSITION CLASSIFICATION

One year of typing and clerical experience. Ability to type not less than 45 words per minute.

13. CAREER LADDER (List the titles and monthly salaries of the next two levels beyond the transition classification)

Typist Clerk II -- \$638 - \$775

Typist Clerk III -- \$683 - \$837

Secretary I -- \$704 - \$856

RECEIVED

JAN 13 1978
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

Yolo County
AGREEMENT NO. 77-359
FREEWAY MAINTENANCE AGREEMENT

FILED

JAN 13 1978
LAURENCE P. HENIGAN, Clerk
By *Barbara Rodgers* Deputy

THIS AGREEMENT, made and entered into, in triplicate, this
10th day of January, 1978, by and between the State
of California, acting by and through the Department of Transportation,
hereinafter for convenience referred to as "the State" and the County
of Yolo, hereinafter for convenience referred to as "the County"
witnesseth:

WHEREAS, on March 9, 1970, a freeway agreement was executed
between the County and the State wherein the County agreed and
consented to certain adjustments of the county road system required
for the development of that portion of State Highway Route 505,
within the limits of the County of Yolo, as a freeway, and Micro Fiched

WHEREAS, said freeway has now been completed or is nearing
completion, and the parties hereto mutually desire to clarify the
division of maintenance responsibility as to separation structures,
and county roads or portions thereof, and landscaped areas, within
the freeway limits, and

WHEREAS, under Section 4 of the above freeway agreement, the
County will resume control and maintenance over each of the relocated
or reconstructed county roads except on those portions thereof
adopted as a part of the freeway proper.

NOW THEREFORE, IT IS AGREED:

1. ROADWAY SECTIONS

The County will maintain at County expense, all portions of
county roads and appurtenant structures and bordering areas, within
the designated areas on the attached maps marked EXHIBIT "A" and
made a part hereof by this reference.

2. VEHICULAR OVERCROSSINGS

The State will maintain, at State expense, the entire structure below the deck surface and those screens referred to in Item 4 below. The County will maintain, at County expense, the deck and/or surfacing and shall perform such work as may be necessary to insure an impervious and/or otherwise suitable surface. The County will also maintain all remaining portions of the structure above the bridge deck, including lighting installations, and traffic service facilities that may be required for the benefit or control of county road traffic.

3. VEHICULAR UNDERCROSSINGS

Micro Fiched

The State will maintain the structure proper. The roadway section, including the traveled way, shoulders, curbs, sidewalks, walls, drainage installations, lighting installations, and traffic service facilities that may be required for the benefit or control of county road traffic will be maintained by the County.

4. SCREENING ON OVERCROSSINGS

The State will maintain, at State expense, screening on State freeway overcrossings on which pedestrians are allowed as directed by Sec. 92.6 of the Streets and Highways Code.

5. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

Landscaped areas within the limits reserved for freeway use, including traffic interchanges and on- and off-ramp areas but excluding frontage road areas, will be maintained by the State, at State expense. All plantings or other types of roadside development lying outside of the area reserved for freeway use will be maintained by the County at County expense.

6. RESPONSIBILITY

It is understood and agreed that neither the State nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under the Freeway Agreement and further clarified by this Freeway Maintenance Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, the County shall fully indemnify and hold the State harmless from any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Agreement. Micro Fiched

It is understood and agreed that neither the County nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the State under or in connection with any work, authority or jurisdiction not delegated to the County under the Freeway Agreement and this Freeway Maintenance Agreement. It is also understood and agreed, that pursuant to Government Code Section 895.4, the Department shall fully indemnify and hold the County harmless from any damage or liability occurring by reason of anything done or omitted to be done by the State under or in connection with any work, authority or jurisdiction not delegated to the County under the Freeway Agreement and this Freeway Maintenance Agreement.

7. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by the State; it being understood and agreed, however,

that the execution of this agreement shall not affect any pre-existing obligations of the County to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the County has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

Micro Fiched

COUNTY OF YOLO

By *Angela J. Thompson*
Chairman, Board of Supervisors

By LAURENCE P. HENIGAN, Clerk
Clerk of the Board of Supervisors
By *John E. Lucas*
CLERK

STATE OF CALIFORNIA
BUSINESS AND TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

C. E. FORBES
CHIEF ENGINEER

By *H. I. Muller*
for District Director of Transportation

Approved as to Form

Dated _____

John E. Lucas
County Counsel of Yolo County

FILED

JAN - 4 1978

LAURENCE P. HEMMAN, Clerk

By *Debra Coxley*
Deputy

Agreement No. 77-360

Woodland, California

December 27, 1977

KEN HUNEKE PLUMBING AND HEATING, a California corporation
GRANTOR

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Micro Fiched

Document No. 77-48 in the form of a Highway Easement Deed,
covering the following described property:

A parcel of land being a portion of Section 19, Township
8 North, Range 1 West, M.D.B. & M., Yolo County, California,
said parcel being more fully described as follows:

COMMENCING at the Southwest corner of said Section 19, as
said corner appears of record on the map of that certain
Record of Survey filed in Book 8 of Maps and Surveys at
Pages 75, 76 and 77, on August 19, 1959, Yolo County
Records; thence North $01^{\circ} 49' 02''$ West 304.98 feet along
the West line of said Section 19; thence North $85^{\circ} 33' 36''$
East 58.59 feet along a line parallel with and 20.00 feet
Southerly of the centerline of County Road No. 34 to THE
TRUE POINT OF BEGINNING; THENCE continuing along a line
parallel and 20.00 feet Southerly of said centerline the
following 2 (two) courses: 1) North $85^{\circ} 33' 36''$ East
122.25 feet, 2) South $70^{\circ} 10' 00''$ East 90.00 feet; thence
North $89^{\circ} 53' 02''$ West 104.98 feet; thence South $55^{\circ} 33' 36''$
West 31.96 feet to a tangent curve; thence along said curve,
concave to the North, with a radius of 40.00 feet, through
a central angle of $90^{\circ} 00' 00''$, with a chord bearing North
 $79^{\circ} 26' 24''$ West 56.57 feet, an arc length of 62.83 feet;
thence North $34^{\circ} 26' 24''$ West 34.64 feet to the true point
of beginning.

Containing 0.131 acres

has been executed and delivered to Lloyd H. Roberts, Director of
Public Works of the County of Yolo.

In consideration of which, and the other consideration here-
inafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their
agreement.

The performance of this agreement constitutes the entire
consideration for said document and shall relieve the County of
Yolo all further obligations or claims on this account, or on

1 account of the location, grade and construction of the proposed
2 public improvement.

3 II. The County shall:

4 A. Pay the undersigned grantor the sum of \$275.00 for
5 the property as conveyed by Highway Eastment Deed No. 77-48
6 (herein described) within sixty (60) days after date title to said
7 property vests in the County of Yolo, free and clear of all liens,
8 encumbrances, assessments, easements, and leases recorded and/or
9 unrecorded.

Micro Fiched

10 B. During construction of this project, known as
11 County Road No. 34, Work Order No. 5277, the County will:

12 1. Relocate the fence now existing along
13 the Northerly line of Grantor's property
14 to the Southerly right of way line of County
15 Road No. 34, but on Grantor's remaining
16 property.

17 III. Grantor hereby agrees to permit County or its Contractor
18 to enter upon the lands of the Grantor as may be necessary to
19 accomplish the work as described in B. above.

20 IN WITNESS WHEREOF, the parties have executed this agreement
21 the day and year first above written.

22 Approved as to Form

KEN HUNEKE PLUMBING AND HEATING,
a California corporation

23 Dated _____

24 *12/16/77* deputy
County Council of Yolo County

By _____

25 By *Ken Huneke*

26 Dated: 12/16/77

27 Recommended for Approval

28 By *Don H. White*

29

30

31

Samuel J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

32 NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

FILED

Yolo County
AGREEMENT NO. 78-1

RECEIVED

APR 3 - 1978

LAURENCE P. HENIGAN, Clerk

EQUIPMENT AND OPERATION AGREEMENT

BOATING SAFETY AND ENFORCEMENT GRANT By

Deputy

LAURENCE P. HENIGAN, Clerk

By *Deputy*

APR - 3 1978

THIS AGREEMENT is made and entered into this 3rd day of January, 1978,

4 by and between the State Department of Navigation and Ocean Development and
5 the County of Yolo.

6 THE FOLLOWING TERMS are defined and hereinafter referred to as follows:

7 DEPARTMENT - The State of California acting by and through the Department
8 of Navigation and Ocean Development.

9 County - The County of Yolo

10 FEDERAL FUNDS - Those funds appropriated by the Federal Government under
11 the Federal Boat Safety Act of 1971.

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12 County FUNDS - Any funds appropriated for, or otherwise provided by
13 County for operation and maintenance of patrol boat.

14
15 TERM OF OPERATION - That period of time commencing on the date first
16 herein appearing and terminating five (5) years thereafter.

17 Equipment - Propulsion Unit, Trim Tabs and Canvas
18 for use in boating safety and boating law enforcement.

19 WITNESSETH

20
21 WHEREAS, pursuant to Section 61.4 of the Harbors and Navigation Code,
22 the Director of DEPARTMENT, with the approval of the Director of Finance, may
23 accept on behalf of DEPARTMENT Federal grants for the purposes for which the
24 DEPARTMENT is established; and

25 WHEREAS, FEDERAL FUNDS have been provided to DEPARTMENT for the purpose
26 of improving boating safety and law enforcement; and

27 WHEREAS, DEPARTMENT finds that an improved boating safety and law

1 enforcement program can be accomplished if funds are provided for the purpose
2 of patrolling the navigable waters of the State; and

3 WHEREAS, County is desirous of improving its boating safety and law
4 enforcement program; and

5 WHEREAS, DEPARTMENT and County desire to enter into an agreement to
6 provide for the operation and maintenance of a patrol boat.

7 NOW, THEREFORE, in consideration of the mutual promises and covenants
8 herein contained, the parties hereto hereby agree as follows: Micro Fiched

9 1. County will buy in accordance with DEPARTMENT specifications
10 Equipment and DEPARTMENT will use
11 FEDERAL FUNDS to reimburse the County for actual documented cost of same
12 (not to exceed \$5,000). Purchase shall be completed within 90 days of
13 approval of contract.

14 2. During TERM OF OPERATION, County shall, with funds available to
15 County operate and maintain patrol boat
16 or cause to be operated and maintained, and DEPARTMENT shall not be held
17 liable for the cost of said operation and maintenance, except as otherwise
18 specified herein. Such maintenance shall include, but not be limited to,
19 keeping patrol boat in good repair.

20 3. During TERM OF OPERATION, County shall keep complete and accurate
21 records of all expenditures pertaining to the purchase of additional equipment,
22 operation and maintenance of patrol boat
23 and said records shall, at all reasonable times, be open and available for
24 inspection and audit by any duly authorized official of Department

25 4. County shall patrol an average of twenty (20)
26 hours per week.

27 5. County agrees to replace, at County expense, the equipment

1 if destroyed or rendered useless by any casualty, including
2 but not limited to, fire, theft, acts of vandalism or other disaster, whether
3 enumerated here or not, during the TERM OF OPERATION.

4 6. County hereby certifies that the obligations created by this
5 agreement do not violate the provisions of Sections 1090 to 1096 of the
6 Government Code.

7 7. The parties hereto agree that County and any of its agents and
8 employees in the performance of this agreement shall act in an independent
9 capacity, and not as officers or employees or agents of Department. Micro Fiches

10 8. County shall, insofar as allowable by law, indemnify, hold
11 harmless, and defend DEPARTMENT and the State of California, officers,
12 agents, and employees of either of them against any and all claims, demands,
13 costs, expenses, or liabilities arising out of the acquisition, operation
14 and maintenance of patrol boat except for
15 liability arising out of the sole negligence of DEPARTMENT, its officers,
16 agents, or employees, and for which DEPARTMENT is otherwise responsible.

17 9. County hereby waives all claims and recourse against the
18 DEPARTMENT, including the right to contribution for loss or damage to per-
19 sons or property arising from, growing out of, or in any way connected with
20 or incident to the operation and maintenance of patrol boat

21 except claims arising from the sole negligence of
22 DEPARTMENT, its officers, agents or employees, and for which DEPARTMENT is
23 otherwise legally responsible.

24 10. In the event DEPARTMENT and/or the State of California is named
25 as codefendant in any legal action concerning operation and maintenance of
26 patrol boat, County shall notify DEPARTMENT
27 of such fact, and shall defend DEPARTMENT in such legal action, unless

1 DEPARTMENT undertakes to represent itself, in which event DEPARTMENT shall
2 bear its own litigation costs, expenses and attorney's fees.

3 11. During TERM OF OPERATION, this agreement shall not, nor shall any
4 interest herein or hereunder be assigned, mortgaged, hypothecated, or trans-
5 ferred, either by County or by operation of law, without prior written
6 approval of DEPARTMENT.

7 12. During TERM OF OPERATION, this agreement, at the option of DEPART-
8 MENT, may be terminated by DEPARTMENT for the material breach by County
9 of any of the terms herein. Such termination shall become effective NINETY
10 (90) days following date of written notification by DEPARTMENT to County
11 as provided in paragraph 18 herein. Micro Fiched

12 13. During TERM OF OPERATION, this agreement, at the option of DEPART-
13 MENT, may be terminated immediately if the legislative body of County fails
14 to appropriate funds necessary for compliance with terms of this contract.

15 14. During TERM OF OPERATION, this agreement, at the option of County
16 may be terminated by County for the material breach by DEPARTMENT of any
17 of the terms of this agreement, or for any acts or omissions by DEPARTMENT,
18 or occurrences beyond the control of County which render it impossible
19 for County to comply with the terms and provisions of this agreement.
20 Such termination shall become effective NINETY (90) days following date of
21 written notification by County to DEPARTMENT, as provided in paragraph 18
22 herein.

23 15. During TERM OF OPERATION, this agreement may be terminated
24 immediately by mutual consent by both County and DEPARTMENT.

25 16. In the event of termination for any reason, ownership of said
26 Equipment shall revert to DEPARTMENT, and County
27 agrees to execute any documents necessary to effect appropriate changes

1 in pertinent public records. The said right of termination and/or the
2 revision of title to the Department are hereby declared to be in addition
3 to, and not in lieu of, any other remedies for breach of this agreement
4 which State may have.

5 17. The acquisition, use, and disposition of all equipment purchased
6 with Federal monies will be subject to Federal Management Circular 74-7,
7 Attachment N and O, and are herein made a part of this agreement. Micro Fiched

8 18. In the event either party desires or is required to send notice
9 to the other, such notice shall be deemed to have been given when mailed to
10 the address set out below, or at such other address as may, from time to
11 time, be designated in writing by the parties, with first class postage
12 fully prepaid thereon.

13 TO DEPARTMENT:

Department of Navigation and

14 Ocean Development

15 1416 Ninth Street, Room 1336

16 Sacramento, California 95814

17
18 TO

19 JAMES W. CAMERON, SHERIFF/CORONER

20 YOLO COUNTY SHERIFF'S DEPARTMENT

21 814 NORTH ST., P.O. BOX 179

22 WOODLAND, CALIFORNIA 95695
23
24
25
26
27

Accounting Officer

PROPERTY MANAGEMENT STANDARDS

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1. This attachment prescribes uniform standards governing the utilization and disposition of property furnished by the Federal Government or acquired in whole or in part with Federal funds by State and local governments. Federal grantor agencies shall require State and local governments to observe these standards under grants from the Federal Government, and shall not impose additional requirements unless specifically required by Federal law. The grantees shall be authorized to use their own property management standards and procedures as long as the provisions of this attachment are included.

2. The following definitions apply for the purpose of this attachment:

a. Real property. Real property means land, land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

b. Personal property. Personal property means property of any kind except real property. It may be tangible -- having physical existence, or intangible -- having no physical existence, such as patents, inventions, and copyrights.

c. Nonexpendable personal property. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit. A grantee may use its own definition of nonexpendable personal property provided that such definition would at least include all tangible personal property as defined above.

d. Expendable personal property. Expendable personal property refers to all tangible personal property other than nonexpendable property.

e. Excess property. Excess property means property under the control of any Federal agency which, as determined by the head thereof, is no longer required for its needs.

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3. Each Federal grantor agency shall prescribe requirements for grantees concerning the use of real property funded partly or wholly by the Federal Government. Unless otherwise provided by statute, such requirements, as a minimum, shall contain the following:

a. The grantee shall use the real property for the authorized purpose of the original grant as long as needed.

b. The grantee shall obtain approval by the grantor agency for the use of the real property in other projects when the grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs, or programs that have purposes consistent with those authorized for support by the grantor.

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c. When the real property is no longer needed as provided in a. and b., above, the grantee shall return all real property furnished or purchased wholly with Federal grant funds to the control of the Federal grantor agency. In the case of property purchased in part with Federal grant funds, the grantee may be permitted to take title to the Federal interest therein upon compensating the Federal Government for its fair share of the property. The Federal share of the property shall be the amount computed by applying the percentage of the Federal participation in the total cost of the grant program for which the property was acquired to the current fair market value of the property.

4. Standards and procedures governing ownership, use, and disposition of nonexpendable personal property furnished by the Federal Government or acquired with Federal funds are set forth below:

a. Nonexpendable personal property acquired with Federal funds. When nonexpendable personal property is acquired by a grantee wholly or in part with Federal funds, title will not be taken by the Federal Government except as provided in paragraph 4a(4), but shall be vested in the grantee subject to the following restrictions on use and disposition of the property:

(1) The grantee shall retain the property acquired with Federal funds in the grant program as long as there is a need for the property to accomplish the purpose of the grant program whether or not the program continues to be supported by Federal funds. When there is no longer a need for the property to accomplish the purpose of the grant program, the grantee shall

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FMC 74-7
Attachment N

use the property in connection with other Federal grants it has received in the following order of priority:

(a) Other grants of the same Federal grantor agency needing the property.

(b) Grants of other Federal agencies needing the property.

(2) When the grantee no longer has need for the property in any of its Federal grant programs, the property may be used for its own official activities in accordance with the following standards:

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(a) Nonexpendable property with an acquisition cost of less than \$500 and used four years or more. The grantee may use the property for its own official activities without reimbursement to the Federal Government or sell the property and retain the proceeds.

(b) All other nonexpendable property. The grantee may retain the property for its own use provided that a fair compensation is made to the original grantor agency for the latter's share of the property. The amount of compensation shall be computed by applying the percentage of Federal participation in the grant program to the current fair market value of the property.

(3) If the grantee has no need for the property, disposition of the property shall be made as follows:

(a) Nonexpendable property with an acquisition cost of \$1,000 or less. Except for that property which meets the criteria of (2)(a) above, the grantee shall sell the property and reimburse the Federal grantor agency an amount which is computed in accordance with (iii) below.

(b) Nonexpendable property with an acquisition cost of over \$1,000. The grantee shall request disposition instructions from the grantor agency. The Federal agency shall determine whether the property can be used to meet the agency's requirement. If no requirement exists within that agency, the availability of the property shall be reported to the General Services Administration (GSA) by the Federal agency to determine whether a requirement for the property exists in other Federal agencies. The Federal grantor agency shall issue instructions to the grantee within 120 days and the following procedures shall govern:

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(i) If the grantee is instructed to ship the property elsewhere, the grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the grantee's participation in the grant program to the current fair market value of the property, plus any shipping or interim storage costs incurred.

(ii) If the grantee is instructed to otherwise dispose of the property, he shall be reimbursed by the Federal grantor agency for such costs incurred in its disposition.

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(iii) If disposition instructions are not issued within 120 days after reporting, the grantee shall sell the property and reimburse the Federal grantor agency an amount which is computed by applying the percentage of Federal participation in the grant program to the sales proceeds. Further, the grantee shall be permitted to retain \$100 or 10 percent of the proceeds, whichever is greater, for the grantee's selling and handling expenses.

(4) Where the grantor agency determines that property with an acquisition cost of \$1,000 or more and financed solely with Federal funds is unique, difficult, or costly to replace, it may reserve title to such property, subject to the following provisions:

(a) The property shall be appropriately identified in the grant agreement or otherwise made known to the grantee.

(b) The grantor agency shall issue disposition instructions within 120 days after the completion of the need for the property under the Federal grant for which it was acquired. If the grantor agency fails to issue disposition instructions within 120 days, the grantee shall apply the standards of 4a(1), 4a(2)(b), and 4a(3)(b).

b. Federally-owned nonexpendable personal property. Unless statutory authority to transfer title has been granted to an agency, title to Federally-owned property (property to which the Federal Government retains title including excess property made available by the Federal grantor agencies to grantees) remains vested by law in the Federal Government. Upon termination of the grant or need for the property, such property shall be reported to the grantor agency for further agency utilization or, if appropriate, for reporting to the General Services Administration for other Federal agency utilization. Appropriate disposition instructions will be issued to the grantee after completion of Federal agency review.

5. The grantees' property management standards for nonexpendable personal property shall also include the following procedural requirements:

a. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage of Federal funds used in the purchase of property; location, use, and condition of the property; and ultimate disposition data including sales price or the method used to determine current fair market value if the grantee reimburses the grantor agency for its share.

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b. A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.

c. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of nonexpendable property shall be investigated and fully documented.

d. Adequate maintenance procedures shall be implemented to keep the property in good condition.

e. Proper sales procedures shall be established for unneeded property which would provide for competition to the extent practicable and result in the highest possible return.

6. When the total inventory value of any unused expendable personal property exceeds \$500 at the expiration of need for any Federal grant purposes, the grantee may retain the property or sell the property as long as he compensates the Federal Government for its share in the cost. The amount of compensation shall be computed in accordance with 4a(2)(b).

7. Specific standards for control of intangible property are provided as follows:

a. If any program produces patentable items, patent rights, processes, or inventions, in the course of work aided by a Federal grant, such fact shall be promptly and fully reported to the grantor agency. Unless there is prior agreement between the grantee and grantor on disposition or such items, the grantor agency shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery--including rights under any patent issued thereon--shall be allocated and administered in order to protect the public interest consistent with

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"Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 F.R. 16889).

b. Where the grant results in a book or other copyrightable material, the author or grantee is free to copyright the work, but the Federal grantor agency reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

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PROCUREMENT STANDARDS

1. This attachment provides standards for use by the State and local governments in establishing procedures for the procurement of supplies, equipment, construction, and other services with Federal grant funds. These standards are furnished to insure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal law and Executive orders. No additional requirements shall be imposed by the Federal agencies upon the grantees unless specifically required by Federal law or Executive orders. Micro Fiched
2. The standards contained in this attachment do not relieve the grantee of the contractual responsibilities arising under its contracts. The grantee is the responsible authority, without recourse to the grantor agency regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into, in support of a grant. This includes but is not limited to: disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of law are to be referred to such local, State, or Federal authority as may have proper jurisdiction.
3. Grantees may use their own procurement regulations which reflect applicable State and local law, rules and regulations provided that procurements made with Federal grant funds adhere to the standards set forth as follows:
 - a. The grantee shall maintain a code or standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal grant funds. Grantee's officers, employees or agents, shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible by State or local law, rules or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the grantee officers, employees, or agents, or by contractors or their agents.

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b. All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition. The grantee should be alert to organizational conflicts of interest or noncompetitive practices among contractors which may restrict or eliminate competition or otherwise restrain trade.

c. The grantee shall establish procurement procedures which provide for, as a minimum, the following procedural requirements:

(1) Proposed procurement actions shall be reviewed by grantee officials to avoid purchasing unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical, practical procurement.

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(2) Invitations for bids or requests for proposals shall be based upon a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. "Brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement, and when so used the specific features of the named brand which must be met by offerors should be clearly specified.

(3) Positive efforts shall be made by the grantees to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds.

(4) The type of procuring instruments used (i.e., fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, etc.), shall be appropriate for the particular procurement and for promoting the best interest of the grant program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

(5) Formal advertising, with adequate purchase description, sealed bids, and public openings shall be the required method of procurement unless negotiation pursuant to paragraph (6) below is necessary to accomplish sound procurement. However, procurements of \$2,500 or less need not be so advertised unless otherwise required by State or local law or regulations. Where such advertised bids are obtained the awards shall be made to the responsible bidder whose bid is responsive to the invitation and

is most advantageous to the grantee, price and other factors considered. (Factors such as discounts, transportation costs, taxes may be considered in determining the lowest bid.) Invitations for bids shall clearly set forth all requirements which the bidder must fulfill in order for his bid to be evaluated by the grantee. Any or all bids may be rejected when it is in the grantee's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

(6) Procurements may be negotiated if it is impracticable and unfeasible to use formal advertising. Generally, procurements may be negotiated by the grantee if:

(a) The public exigency will not permit the delay incident to advertising;

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(b) The material or service to be procured is available from only one person or firm; (All contemplated sole source procurements where the aggregate expenditure is expected to exceed \$5,000 shall be referred to the grantor agency for prior approval.)

(c) The aggregate amount involved does not exceed \$2,500;

(d) The contract is for personal or professional services, or for any service to be rendered by a university, college, or other educational institutions;

(e) The material or services are to be procured and used outside the limits of the United States and its possessions;

(f) No acceptable bids have been received after formal advertising;

(g) The purchases are for highly perishable materials or medical supplies, for material or services where the prices are established by law, for technical items or equipment requiring standardization and interchangeability of parts with existing equipment, for experimental, developmental or research work, for supplies purchased for authorized resale, and for technical or specialized supplies requiring substantial initial investment for manufacture;

(h) Otherwise authorized by law, rules, or regulations.

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Notwithstanding the existence of circumstances justifying negotiation, competition shall be obtained to the maximum extent practicable.

(7) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.

(8) Procurement records or files for purchases in amounts in excess of \$2,500 shall provide at least the following pertinent information: justification for the use of negotiation in lieu of advertising, contractor selection, and the basis for the cost or price negotiated.

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(9) A system for contract administration shall be maintained to assure contractor conformance with terms, conditions, and specifications of the contract or order, and to assure adequate and timely followup of all purchases.

4. The grantee shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts and subgrants:

a. Contracts shall contain such contractual provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contracts terms, and provide for such sanctions and penalties as may be appropriate.

b. All contracts, amounts for which are in excess of \$2,500, shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

c. In all contracts for construction or facility improvement awarded in excess of \$100,000, grantees shall observe the bonding requirements provided in Attachment B to this circular.

d. All construction contracts awarded by recipients and their contractors or subgrantees having a value of more than \$10,000, shall contain a provision requiring compliance with Executive Order No. 11246, entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

e. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency. Micro Fiched

f. When required by the Federal grant program legislation, all construction contracts awarded by grantees and subgrantees in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to the grantor agency.

g. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or

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dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

h. Contracts or agreements, the principal purpose of which is to create, develop, or improve products, processes or methods; or for exploration into fields which directly concern public health, safety, or welfare; or contracts in the field of science or technology in which there has been little significant experience outside of work funded by Federal assistance, shall contain a notice to the effect that matters regarding rights to inventions, and materials generated under the contract or agreement are subject to the regulations issued by the Federal grantor agency. The contractor shall be advised as to the source of additional information regarding these matters.

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i. All negotiated contracts (except those of \$2,500 or less) awarded by grantees shall include a provision to the effect that the grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

j. Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

Title 34—Government Management
CHAPTER II—OFFICE OF FEDERAL MAN-
AGEMENT POLICY, GENERAL SERVICES
ADMINISTRATION

SUBCHAPTER D—FINANCIAL MANAGEMENT
[FMC 74-7, Supp. 1]

PART 256—UNIFORM ADMINISTRATIVE
REQUIREMENTS FOR GRANTS-IN-AID
TO STATE AND LOCAL GOVERNMENTS
Administrative Requirements for Grants to
State and Local Governments

The General Services Administration hereby amends Part 256, Subchapter D, Chapter II of Title 34, Code of Federal Regulations, to clarify the term "technical assistance" and to amend appendix O, Procurement Standards, to further simplify procedures in the procurement of property and services by grantees.

This document revises § 256.5(a) and appendix O to Part 256. Specifically, it defines the term "technical assistance" and provides that purchases and contracts for property and services in amounts of \$10,000 or less may be negotiated. The previous limitation was \$2,500.

1. Section 256.5 is amended by revising paragraph (a) to read as follows:

§ 256.5 Definitions.

For the purposes of this part:

(a) The term "grant" or "grant-in-aid" means money or property in lieu of money paid or furnished by the Federal Government to a State or local government under programs that provide financial assistance through grant or contractual arrangements. The term does not include technical assistance programs which provide services instead of money or other assistance in the form of general revenue sharing, loans, loan guarantees, or insurance.

2. Appendix O, Procurement Standards, is amended as follows:

APPENDIX O

PROCUREMENT STANDARDS

a. . . .

b. . . .

c. . . .

(8) Formal advertising, with adequate purchase description, sealed bids, and public openings shall be the required method of procurement unless otherwise provided in paragraph (6) is necessary to accomplish sound procurement. However, procurements of \$10,000 or less need not be so advertised unless otherwise required by State or local law or regulations. Where such advertised

bids are obtained the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid.) Invitations for bids shall clearly set forth all requirements which the bidder must fulfill in order for his bid to be evaluated by the grantee. Any or all bids may be rejected when it is in the grantee's interest to do so and when such rejections are in accordance with applicable State and local law, rules, and regulations.

(9)

(c) The aggregate amount involved does not exceed \$10,000;

(10)

(8) Procurement records or files for purchases in amounts in excess of \$10,000 shall provide at least the following pertinent information: Justification for the use of negotiation in lieu of advertising, contractor selection, and the basis for the cost or price negotiated.

4. . . .

a. Contracts shall contain such contractual provisions or conditions which will allow for administrative, contractual, or legal remedies in instances in which contractors violate or breach contract terms and provide for such remedial actions as appropriate.

b. All contracts, amounts for which are in excess of \$10,000, shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions by which the contract may be terminated because of circumstances beyond the control of the contractor.

1. All negotiated contracts (except those of \$10,000 or less) awarded by grantees shall include a provision to the effect that the grantees, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

(E.O. 11717 (38 FR 12318, May 11, 1973))

Effective Date. This regulation is effective June 6, 1975.

Dated: June 6, 1975.

ARTHUR F. EASTBON,
Administrator of General Services.
[FR Doc. 75-15984 Filed 6-12-75 8:45 am]

Title 34—Government Management
CHAPTER II—OFFICE OF FEDERAL MAN-
AGEMENT POLICY, GENERAL SERVICES
ADMINISTRATION

SUBCHAPTER D—FINANCIAL MANAGEMENT
[FMC 74-7, Supp. 2]

PART 256—UNIFORM ADMINISTRATIVE
REQUIREMENTS FOR GRANTS-IN-AID
TO STATE AND LOCAL GOVERNMENTS

Administrative Requirements for Grants to
State and Local Governments

The General Services Administration hereby amends Part 256, Subchapter D, Chapter II of Title 34, Code of Federal Regulations, to expand the coverage to include school districts and federally recognized Indian tribal governments.

1. Section 256.4 is revised to read as follows:

§ 256.4 Applicability and Scope.

The standards promulgated by this part apply to all Federal agencies responsible for administering programs that involve grants to State and local governments and federally recognized Indian tribal governments. However, agencies are encouraged to apply the standards to loan and loan guarantee programs to the extent practicable. If the enabling legislation for a specific grant program prescribes policies or requirements that differ from the standards provided herein, the provisions of the enabling legislation shall govern.

2. Section 256.5 is amended to read as follows:

§ 256.5 Definitions.

(c) The term "local government" means a local unit of government including specifically a county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments, sponsor group representative organization (as defined in 7 CFR 620.2, 40 F.R. 12472, March 19, 1975) and other regional or interstate government entity, or any agency or instrumentality of a local government exclusive of institutions of higher education and hospitals.

(d) The term "federally recognized Indian tribal government" means the governing body or a governmental agency of any Indian tribe, band, nation, or other organized group or community (including any Native village as defined in Section 3 of the Alaska Native Claims Settlement Act, 85 Stat. 688) certified by the Secretary of the Interior as eligible for the special programs and services provided by him through the Bureau of Indian Affairs.

AUTHORITY: Executive Order 11717 (38 FR 12313, May 11, 1973).

Effective date: This regulation is effective October 10, 1975.

Dated: October 10, 1975.

ARTHUR F. SAMPSON,
Administrator of General Services.
[FR Doc 75-28761 Filed 10-31-75; 8 45 am]

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FILED

AGREEMENT BETWEEN

COUNTY OF YOLO/DEPARTMENT OF PUBLIC WELFARE

MAR - 2 1978

As Service Provider

and

LAURENCE P. HENIGAN, Clerk

By *Debra C. Conley*
Deputy

COMMUNITY SERVICES PLANNING COUNCIL, INC./

AREA 4 AGENCY ON AGING (hereinafter referred to as A4AA)

Upstairs at 1832 Tribute Road

Sacramento, California 95815

- A. Name and principal address of Service Provider (hereinafter referred to as SERVICE PROVIDER):
COUNTY OF YOLO/DEPARTMENT OF PUBLIC WELFARE, Norbert Driggers, Act. Director
20 Cottonwood Street, Woodland, CA 95695 Micro Fiched
-
- B. This document with any attached program requirements, descriptive information and fiscal documentation is a firm proposal to conduct a service project for senior citizens in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act of 1965, as amended. The Assurance of Compliance with Title VI of the Civil Rights Act of 1964, dated January 18, 1965, applies to this application.
- C. Maximum total funds available for this project: \$ 21,067
- D. Beginning date January 1, 1978 and ending date December 31, 1978
of this agreement.
- E. No expenditures whatsoever may be made after the following date:
December 31, 1978
- F. Addresses of Project Sites:
1. Mexitan-American Concilio, 716 Main Street, Woodland
 2. _____
 3. _____
- G. Service Provider's Application Number and Program Title: 155-4
SPECIAL PROGRAM FOR THE AGING (Information & Referral)
- H. Name of Insurance Carrier: _____
- Description of Policy: _____
- Limits of Policy: _____
- Effective Dates of Policy: _____
- Name and Address of Agent: _____
- Please see page 1-A attached.

COUNTY OF YOLO INSURANCE CARRIERS

PRIMARY LIABILITY INSURANCE CARRIER: JEFFERSON INSURANCE COMPANY OF NEW YORK
POLICY NO.....65734

PRIMARY AUTOMOBILE INSURANCE CARRIER: UNITED STATES FIDELITY & GUARANTEE COMPANY
BALTIMORE
POLICY NO.....IC876046

....EFFECTIVE DATES OF BOTH ABOVE NAMED POLICIES ARE 9/1/77 - 9/1/78.....
.....LIABILITY COVERAGE IS \$300,000 SINGLE OCCURRENCE.....

AUTOMOBILE COVERAGE IS \$300,000 PERSON, \$300,000 OCCURRENCE, \$100,000
PROPERTY DAMAGE

SECONDARY CARRIER: INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
POLICY NO.....4177-8330

..COVERAGE ON BOTH LIABILITY AND AUTOMOBILE FROM \$300,000 TO \$1,000,000..

.....EFFECTIVE DATES: 12/20/77 - 12/20/78.....

EXCESS LIMITS CARRIER: INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA
POLICY.....4176-7321

COVERAGE ON BOTH LIABILITY AND AUTOMOBILE FROM \$1,000,000 TO \$5,000,000

.....EFFECTIVE DATES: 9/1/77 - 9/1/78.....

LOCAL AGENT: L.E. WRAITH & ASSOCIATES, INC.
350 COURT STREET
WOODLAND, CALIFORNIA 95695

I. SERVICE PROVIDER shall manage service operations of the project on such days, at such times as is set forth in the attached application, and at such sites stated on line F above. Project sites, services provided, and provision for service delivery may be revised from those stated in this agreement only as agreed upon by the SERVICE PROVIDER and A4AA.

1. SERVICE PROVIDER shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964.

2. SERVICE PROVIDER shall comply with all federal, state and local laws and regulations pertinent to the operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. SERVICE PROVIDER shall further comply with all laws applicable to wages and hours of employment and occupational safety.

a. Title III funds will not be used to replace or supplant ongoing programs or personnel.

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b. Salaries to be paid in this service project will be comparable to the prevailing salaries for similar work in the location of service.

3. If capital assets are acquired with federal funds, then SERVICE PROVIDER agrees to comply with applicable federal and state laws, rules and procedures relating to the acquisition, retention and disposition of these assets.

a. The equipment purchased in this project will be used in future Title III projects and no procurement of additional like equipment for any future such projects will be authorized without prior written approval from A4AA. (New equipment for any subsequent Title III programs will be purchased only if it cannot be secured from other Title III programs, excess or surplus property.)

b. The A4AA or the California Department of Aging shall retain title to all equipment which is procured under the "Equipment" portion of the budget. At completion of the project, the SERVICE PROVIDER agrees to dispose of equipment in accordance with applicable federal and state procedures. Any request for transfer of title to equipment shall be submitted in writing by the SERVICE PROVIDER to A4AA.

4. SERVICE PROVIDER shall be liable for all labor and any other direct expenses incurred in providing the above listed services and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision of services. SERVICE PROVIDER is obligated to inform the A4AA in writing of any such incident within three (3) working days of its occurrence.

5. SERVICE PROVIDER agrees to indemnify, defend and save harmless the A4AA and the State of California, their officers, agents and employees, from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement, and also from any and all claims and losses occurring or resulting to any person, firm, or corporation, who may be injured or damaged by SERVICE PROVIDER in the performance of this contract. SERVICE PROVIDER shall provide necessary Workman's Compensation Insurance.

6. SERVICE PROVIDER and agents and employees of Service Provider, in the performance of this agreement, shall act in an independent capacity and not as offices, employees or agents of the State of California or the A4AA.

7. SERVICE PROVIDER shall procure and maintain comprehensive insurance against bodily injury and property damage caused by automotive vehicles used in the project's service operation, with limits of \$300,000 for injury or death of one person in any one accident; \$500,000 for injury or death of two or more persons in any one accident; and \$100,000 for property damage in any one accident.

a. SERVICE PROVIDER shall furnish A4AA with certificates of insurance to demonstrate that it has procured the required insurance.

b. SERVICE PROVIDER shall require the insurance carrier to show the A4AA as an additional insured party on all capital equipment purchased under this agreement.

8. SERVICE PROVIDER shall submit monthly reports of expenditures made to the A4AA by the 5th working day of the following month. Reports shall be submitted on forms provided by A4AA.

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9. All records of SERVICE PROVIDER bearing upon service operations and fiscal administration at any site shall be maintained at such project site or at the main local office. All such records shall be kept on file for three (3) years after the end of the federal fiscal year to which they pertain. The A4AA director or representative, auditors and/or official representatives of the California Department of Aging and of the U.S. Department of Health, Education and Welfare, and the General Accounting Office shall be granted access to such records upon request.

10. SERVICE PROVIDER shall provide the A4AA with an audit by a Certified Public Accountant, or in cases of public entity, an ending financial statement signed by Service Provider's Chief Auditor, within thirty (30) days after the end of the project year.

J. The A4AA shall make such payments to the Service Provider monthly on or before the 15th day of the month based upon cash on hand and projected requirements for the calendar month for which payment is made. The total funds available under the terms of this agreement shall not exceed the figure set forth in Item C above.

1. SERVICE PROVIDER shall maintain a separate account for all project funds, expend the same solely for the purpose of the project, and refund to the A4AA any unencumbered amounts upon termination of this contract period.

K. The A4AA may terminate this agreement and be relieved of the payment of any consideration to the Service Provider should the Service Provider fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, A4AA may proceed with the work in any manner deemed proper by the State. The cost to A4AA shall be deducted from any sum due to the Service Provider upon demand.

1. SERVICE PROVIDER may terminate this agreement at any time by giving the A4AA two (2) weeks written notice.

2. This agreement is not assignable by the SERVICE PROVIDER either in whole or in part, without prior written authorization of the A4AA.

L. Time is of the essence for each and all of the provisions of this agreement and provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assignees of the respective parties hereto.

- M. It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing between two (2) parties hereto, shall be binding on any of the parties hereto.
- N. ALL conditions applicable to the master contract between the Community Services Planning Council, Inc., and the State of California, Department of Aging, for Calendar Year 1978 shall cover this contract.
- O. Implementation of this contract, in whole or in part, is contingent upon the approval by the California Department of Aging of the CSPC/A4AA Area Plan for CY78 and related spending authority. In the absence of such approval and authorization, CSPC/A4AA and the service provider are relieved of all obligations contained herein.

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FOR COMMUNITY SERVICES PLANNING COUNCIL, INC.

James E. Nelson
Executive Director

1-17-78
Date

FOR SERVICE PROVIDER - County of Yolo

x. Joseph J. Thompson
Chairman, Board of Supervisors
County of Yolo, State of Calif.
Jan. 4, 1978

Date

FOR AREA 4 AGENCY ON AGING

Deane L. ...
Director

1-17-78
Date

Approved as to Form

Dated 1/10/78

Deputy

Elizabeth A. Trick
County Counsel of Yolo County

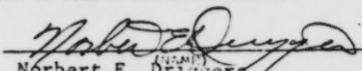
ATTACHMENTS TO THIS AGREEMENT:

- A. Application forms 4-13, 4-14, 4-15, 4-16 and Assurance of Compliance;
- B. Performance Standards dated 12/13/77.
- C. MINIMUM STANDARDS - Information and Referral

bb.12.6.77

PART I - FACE SHEET

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1. TITLE OF PROJECT: Special Program for the Aging. #155-4				
2.A. TYPE OF APPLICATION:		B. DATES OF PROJECT PERIOD		FROM 1/1/78
☐ New ☐ Revision ☒ Continuation ☐ Supplement				THROUGH 12/31/78
3. APPLICANT AGENCY (Name, Street, City, State, Zip, Telephone): County of Yolo Department of Public Welfare 20 Cottonwood Street Woodland, California 95695		4. PROJECT DIRECTOR (Name, Title, Street, City, State, Zip, Telephone): Norbert E. Driggers, Acting Director 20 Cottonwood Street Woodland, California 95695		
5. TYPE OF AGENCY: ☒ Public Agency ☐ Private Non-Profit ☐ Private For Profit				
6. PROPOSED OPERATING BUDGET FOR PROJECT PERIOD:		TITLE III \$ 21,067	NON-FEDERAL MATCH \$ 5,300	TOTAL \$ 26,367
				OTHER \$ -
7. NAME, TITLE, ADDRESS OF OFFICIAL AUTHORIZED TO SIGN FOR APPLICANT AGENCY: Norbert E. Driggers Acting Director 20 Cottonwood Street Woodland, California 95695		8. PAYEE (Specify to Whom Checks should be Mailed; Name, Title, Address): County of Yolo P. O. Box 531 Woodland, California 95695 Att: Burr Shafer Staff Services Manager II		
9. TERMS AND CONDITIONS: It is understood and agreed by the undersigned that: 1) funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies and procedures of the Area Agency, the State Aging Unit and the Administration on Aging, U.S. Department of Health, Education and Welfare; 2) any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the Area Agency shall be deemed incorporated into and become a part of this agreement; 3) the attached Assurance of Compliance with the DHEW Regulation issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4) funds awarded by the Area Agency may be terminated at any time for violations of any terms and conditions and requirements of this agreement.				
10. SIGNATURE OF PERSON NAMED IN ITEM 7:  Norbert E. Driggers				
Nov. 10, 1977 (DATE)				

AGREEMENT

The applicant agency submits this application for contract award under Title III of the Older Americans Act of 1965, as amended, in keeping with the provisions of this Part and the information provided in Parts II and III of this application. The County of Yolo, Department of Public Welfare understands and agrees that the following provisions are part of the project subsequent to the award of any funds by CSPC/A4AA (Community Services Planning Council, Inc./Area 4 Agency on Aging).

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The Applicant Agency:

1. Agrees that the project will be carried out in accordance with Title III of the Older Americans Act; the project regulations issued thereto; the policies and procedures established by the CSPC/A4AA; and the terms and conditions of this application as approved by the Area Agency in making an award of funds.
2. Agrees that where subcontracts are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III, the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by CSPC/A4AA for the project. The applicant agency will be held accountable by CSPC/A4AA for all project expenditures; and will ensure that all expenditures incurred by the subcontracting agency will be in accordance with the cost policies and procedures established by CSPC/A4AA. Copies of the proposed subcontracts are submitted for approval by CSPC/A4AA with this application.
3. Agrees to cooperate with CSPC/A4AA in its efforts toward developing a comprehensive and coordinated system of services for the elderly, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.
4. Agrees to provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project.
5. Agrees to provide CSPC/A4AA with a copy of affirmative action plan for equal employment opportunity.
6. Agrees to actively seek qualified older persons for paid positions on the project.
7. Agrees to make provision for volunteer opportunities for older persons whenever possible.

8. Agrees to cooperate and assist in efforts undertaken by CSPC/A4AA; the California Department of Aging; the U.S. Administration on Aging; or any other agency or organization duly authorized by any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.
9. Agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form which identifies an individual without the written and informed consent of the individual concerned. Micro Fiched.
10. Agrees to keep such records and make reports in accordance with the time schedule provided by CSPC/A4AA and in such form and containing such information as may be required by CSPC/A4AA.
11. Agrees to maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from Area 4 Agency on Aging, and the nature and amount of all charges claimed against such funds. Title III funds received under the provisions of this application will not be comingled with any other funds from any source which are not a part of this project without the written consent of the CSPC/A4AA.
12. Agrees to have an audit performed of all accounting records pertaining to Title III funds received under this application. If a Government Agency audit will be performed by the appropriate Audit Department of the agency and submitted to CSPC/A4AA within 30-days after the termination of the contract. If a private agency, audit will be performed by a Certified Public Accountant and submitted to CSPC/A4AA within 30-days after the termination of the Contract. Audit cost will be included in the total project costs reflected on the enclosed budget.
13. Agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto. An Assurance of Compliance with such regulation is attached. (See Exhibit A.) Also, further certifies that the applicant agency has no commitments or obligations which are inconsistent with compliance of these and any other pertinent Federal regulations and policies, and that any other agency, organization or party which participates in this project shall have no such commitments or obligations.

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH, EDUCATION AND WELFARE REGULATIONS UNDER
TITLE VI OF THE CIVILE RIGHTS ACT OF 1964

COUNTY OF YOLO, DEPARTMENT OF PUBLIC WELFARE

(hereinafter

(Name of Grantee or Contractor)

called the "Recipient of Award") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient of Award receives Federal financial assistance from AREA 4, AGENCY ON AGING, a recipient of Federal financial

(Name of Area Agency)

assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient of Award by the Area Agency, this assurance shall obligate the Recipient of Award or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Recipient of Award for the period during which the Federal financial assistance is extended to it by the Area Agency.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient of Award by the Area Agency, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Recipient of Award recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Area Agency or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Recipient of Award, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient of Award.

COUNTY OF YOLO

Dated: NOVEMBER 10, 1977

(Recipient of Award)

20 COTTONWOOD STREET

WOODLAND, CA 95695

By

[Signature]

(President, Chairman of Board, or comparable authorized official)

(Recipient's mailing address)

Title CHAIRMAN OF BOARD

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

GRANT APPLICATION FOR
PROJECT AWARD UNDER TITLE III OF THE
OLDER AMERICANS ACT OF 1965, AS AMENDED
COUNTY OF YOLO,
DEPARTMENT OF PUBLIC WELFARE

III. PROJECT NARRATIVE

1. Yolo County, a county of 100,695 total population, has a population of senior citizens (over age 65), of nearly 8,000. The Special Census figures of 1973 do not reveal the number of persons between age 60 and 65. Eligibility for senior citizens programs varies in Yolo County from age 55 for City of Davis seniors programs, to 60 for Title III programs, through 65 for certain senior "Gold Card" or discount privileges.

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The financial circumstances of Yolo County's elderly vary from, comfortably situated, through just making ends meet to, genteel poverty, and, at the bottom of the scale, frank and outright destitution.

They live in the cities, in drafty old houses of faded elegance, in snug garden apartments, tiny one room lodgings over bars, in trailer homes, in shacks, or drab modern public housing. In the county they may live with family members or alone, in huge ranch houses, in tiny outbuildings, or in bachelor cabins overlooking a creek.

- A. Only in Davis, with its university centered economy, do the senior citizens constitute less than 7% of the total. Two cities, Woodland and Winters, have a 65 plus population of 10%. The unincorporated areas range from a low of 7% in Bryte, Dunnigan, and Yolo through 11% in Esparto, 20% in Knights Landing, and 25% in Guinda. The latter two figures are not overly significant in that the rural areas are sparsely populated. More important, in the congested lower income cities—Broderick, Bryte and West Sacramento—the number of elderly persons exceeds 10% of the total population. It must be reemphasized that all the above figures are based upon a 65-plus designation and therefore are conservative in the extreme. The Minority groups represented in Yolo County are Mexicans and Mexican-Americans .75 to 1.25% and blacks 2%.

In general, the people who make the most use of the Information and Referral Center have incomes below \$9,000. Indeed, 80% of the clients have annual incomes below \$5,000. In that we are a Spanish-English bi-lingual agency, migrant farm workers make up a large portion of our clientele.

1973 SPECIAL CENSUS*

POPULATION STATISTICS YOLO COUNTY

IDENTIFIABLE COMMUNITIES	TOTAL POPULATION	OVER 65
City of Davis	31,836	1,035
City of Woodland	25,389	2,571
City of Winters	2,520	272
EAST YOLO AREA		
Broderick	7,625	771
Bryte	2,493	349
West Sacramento	11,552	1,523
South Port	2,210	148
OTHER UNINCORPORATED AREAS		
		Micro Fished
Capay	61	11
Clarksburg	364	25
Dunnigan	70	8
Dunnigan Grove	129	16
El Macero	626	23
Esparto	1,068	122
Guinda	61	16
Knights Landing	513	100
Madison	241	23
South East Davis	696	72
Yolo	397	25
Zamora	37	4
TOTAL	<u>100,695</u>	TOTAL <u>7,982</u>

* FIGURES FROM YOLO COUNTY PLANNING DEPARTMENT

The parent agency, the Mexican-American Concilio of Yolo County, originally a self-help project, with services oriented exclusively towards the needs of Mexican-Americans, has within recent years become available to the community at large. Its doors are open to all. It has made special efforts to serve the Russian speaking minority in East Yolo, and month by month its percentage of non-Hispanic clients is rising. In August and September the ethnic distribution was 65% minority group members and 35% others.

- B. The elderly have need of specific information concerning county, state and federal public benefit programs for which they may be eligible. They seek moderately priced housing, part-time employment, in-home assistance, legal advice, help with untangling the knots of governmental bureaucracy, emergency assistance with their financial needs, and emotional support. Some of our clients have needed help with over-all money management, others have simply sought tax assistance, or help with renters rebates offered by the state. Medical referrals may range from a simple statement of clinic hours through an effort lasting weeks in order to locate services for a chronically ill or disabled client.

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2. A. This project, as an Information and Referral Center, plans to provide community service in several ways.

- (1) Direct client service: Toll free telephone service will be provided all areas of Yolo County via three separate local exchanges, 666-4646, 758 INPOP and 444-5657, on a 24-hour, seven day a week coverage basis. The service will be geared to the elderly, but will not exclude any age group. On site personalized service will be provided of a confidential nature and outreach services through the efforts of the professional staff and trained volunteers. Translation and interpretation services as required by the needs of the clients will be continued. In addition, efforts will be continued in the area of consumer protection and client advocacy. The coordinator will continue to serve as an authorized patient representative for "Living Will" applications within the skilled nursing facilities of Yolo County, and will continue to serve on the program advisory committee of the Economic Opportunity Commissions' Senior Nutrition Program.

The Yolo County Information and Referral Center will process at a minimum, 225 individual information transactions per month and 30 agency information transactions, a minimum of 50 referrals per month and perform 60 follow-up transactions will be provided. 1,400 different clients directly within the course of the year will be provided.

- (2) Agency Coordination and Liaison:

The Information and Referral Center will continue to maintain close ties with community agencies in an effort to keep abreast of developments in the local human services field. It will continue to collaborate with the Yolo County Human Services Council, assisting with the compilation of data and the verification of entries in the Yolo County Human Services Directory. The coordinator and staff will attend workshops given by the local agencies in order to advance their understanding of the workings of those agencies.

- (3) Maintenance will continue to add to our centralized resource file, classifying data both by agency name and by function, and relaying new data to the Area 4 Agency on Aging and to staff workers involved with The Human Services Directory.

The Yolo County Information and Referral Center will cooperate actively with the Area 4 Agency on Aging to implement the special state-wide programs of assistance to the elderly such as the Tax Assistance Programs and Rebate Programs, by providing office space, interview facilities and back-up staff.

A part of standard procedures will be to explore with clients at their discretion, areas outside their originally expressed needs, doing case finding, seeking additional ways in which we may be of service.

Impact, clients should become aware that within Yolo County there exists an agency — ready to assist them and willing to listen with care as they outline their particular needs—. They should benefit materially from assistance and they should benefit psychologically from the knowledge that somebody cares.

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A review of monthly reports for 1977 would provide a general picture of the impact I&R services might be expected to have upon the clients and upon the local Human Services network. Service gaps have been brought (I&R) to the attention of local officials.

B. Time Schedule.

All services are currently in operation. Publicity efforts will be scheduled over the year so as to utilize all media available to the individual, Information and Referral Centers, Flyer Campaigns, Radio Skits, News Releases and Senior Club Mailers.

C. Minority Involvement:

Minority group members and low income persons are already being served by the project.

D. Needs are assessed via the initial interview and the case-finding process.

E. Agency Coordination:

Agency coordination is such a vital part of the service that it was discussed in the initial paragraphs of this narrative, paragraphs in which the nature of the service was defined.

F. Accessibility:

The Information and Referral Center is on the ground floor of a commercial building in Woodland, readily accessible to the handicapped, and elderly. Metered parking is available, as is free parking in the lot at the back of the office. Initial interviewing may be done at the front desk, with more confidential matters discussed in a more private office to the rear.

Available equipment includes desks, desk chairs, filing cabinets already purchased by the program, an electric typewriter on order, resource file storage equipment, reference materials and duplicating privileges.

G. Walk-in and telephone service are provided five days a week at the Center between the hours of 8-5 with a 24 hour after hours telephone capability. Public transportation is not generally available, as county-wide transportation services are as yet uncoordinated. Woodland walk-in traffic is facilitated by the central location in town. Though the Center has no formal transportation program, clients are taken to appointments and picked up and brought to the Center when necessary, using private staff-owned vehicles. Those vehicles are covered by Concilio insurance when they are used by staff on agency business.

H. Income:

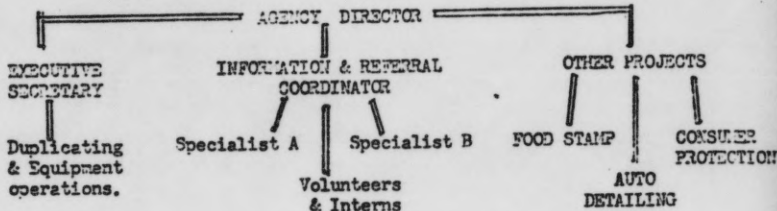
There are no fees for services but donations are accepted. Donations once made are not visible in the covered canister into which they are placed. Monies received will be entered at the end of the day and applied toward the purchase of additional supplies for the clients' comfort and convenience while they are here in the office, i.e. literature, reading materials, paper cups, etc.

3. ADMINISTRATIVE STAFFING.

- A. (1) One full time Coordinator
Two half time Information and Referral Specialists.
One Executive Director, 1/10th of full-time devoted to Information & Referral function.
One Secretary, 1/10th of full time.

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(2)



(3) Job Descriptions:

A) Information and Referral Coordinator.

A working supervisor who performs the same duties as the Information Specialist and who is responsible for developing:

- Training materials that will include background information on each agency listed in the resource file, i.e. location, telephone number, services provided by the agency, the hours of operation and eligibility requirements and fees, if any.

- A comprehensive consolidated Information and Referral Service resource file by agency and by function.

- Coordination with agencies listed in the resource file assures completeness and accuracy of directory information.

- An outreach program to include but not limited to: Newsletter, Brochures, Radio and Public Service Announcements and providing input to the Speakers Bureau.

Further, the Information & Referral Coordinator will be responsible for:

- Supervising and training the Information and Referral Specialists to include: telephone courtesy, sensitivity to client attitudes, analysis of facts presented by clients, and use of the resource file and referral techniques.

- Compiling new data and updating old data, of the resource file.

- Cooperating with the Human Services Council, re-update and distribution of the Human Services Council Directory.

- Conducting staff visits to agencies to follow up on referrals, becoming appraised of the services rendered by the referred agency and compiling data on the results of such service.

- Conducting home visits for gathering grass-roots community needs and data.

- Administering the operation of the Information & Referral Center to include such duties as developing reporting forms, and the timely compilation of reports concerning population served, unmet community needs, time cards and requisition for administrative supplies.

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- Reporting directly to the Director of the Mexican-American Concilio. Providing input for programming budgeting and planning.

- Coordinating with the Director in order to assure efficient scheduling of meetings, training sessions and conferences.

B) Executive Director of the Mexican-American Concilio.

The Executive Director will be responsible for the planning, development and operation of the Information & Referral Center. As supervising manager he will be specifically responsible for:

- Developing directives and policies for the administration and management of the Information & Referral Center.

- Evaluation and analysis of the program to insure goals are achieved.

- Developing a program for continuing the Information and Referral Services, beyond the current funded year.

- Financial management, accounting, and reporting to supervising agency, The Yolo County Department of Public Welfare.

- Directing personnel management of assigned persons.

- Consulting with the Yolo County Commission for the Aging to determine program priorities.

C) Information and Referral Service Specialist.

- Must be thoroughly familiar with the contents of the Comprehensive Consolidated Information and Referral Service Resource File.

- Must have sufficient knowledge of the agencies listed in that Resource file in order to be able to receive inquiries, determine the nature of the assistance required and provide the caller with an appropriate referral.

- Must be able to handle phone calls and walk-in inquiries in a professional and confidential manner with sensitivity to special needs of all segments of the population; specifically senior citizens.

- Must be able to translate freely from Spanish to English or English to Spanish, providing assistance to unilingual persons or agencies in either language as required.

- Must possess a sensitivity to and an aptitude for understanding and overcoming the potential social-cultural and socio-economic barriers to communication.

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- Must make appointments for clients if that service is needed.

- Must actively perform outreach services, i.e., compile a list of county residents who are not sufficiently mobile to visit an Information and Referral Center. These persons would be contacted on regular recurring basis in order to determine their unmet needs.

- Must attend informational and training meetings of other agencies providing Information & Referral Services within the county in order to avoid duplication of effort.

- Under the direction of the Coordinator, posts and maintains a current resource file. This will include all the relevant opportunities, resources, and services available and provided for by the Information & Referral Coordinator.

- Performs all necessary administrative duties related to the position.

- B. (1) Information and Referral volunteers will undergo training according to the Community Service Advisor Training Manual which was developed in-house, from National Paralegal Association Materials. He will be able to perform services similar to those of the Information and Referral Specialist though possibly at a lower initial level of competence.
- (2) He will be trained in interview techniques so that he will be able to do home visits unaccompanied after his initial period of instructions.
- (3) Prior experience with the elderly will not be required but evidence of a sincere interest in this kind of public service will be sought. Volunteers with some acquaintance with Spanish or Russian will be actively recruited.

- (4) One elderly employee is currently on Medical leave, she is expected to return. The other part time worker is a Mexican-American woman in her late 40's.

Volunteers are to be sought from Universities and from the community at large to provide typing and clerical services, outreach, home visit and telephone reassurance assistance and social work, p.h. nursing and legal consultations.

Para-professional interns will be given training supervision by coordinator and by field placement supervisor from their home agency. Professionals will simply be oriented to the purpose and scope of this project. All volunteers will be asked to attest to their hours of volunteer service every two weeks, submitting time sheets verifying their specific contributions.

C. Training of Volunteers.

New employees and volunteers will have formal training sessions on:

1. Telephone techniques.
2. Aspect of interviewing and Referral.
3. Documentation.
4. Resource file utilizations and research.
5. The Human Services Directory.

They will work under a "share-a-desk" program, observing experienced workers during the course of the business day.

Trainees will be provided with a manual and will be given the opportunity to review specific chapters on a regularly scheduled basis. Once they have begun to work a daily summary/review period will be provided for the first few weeks.

Supervisors are available or are on call for consultations during the day should a specific problem arise. Trainees will attend community agency workshops and training sessions as arranged by the coordinator.

D. Financial Management:

- (1) The Yolo County Welfare Department provides overall budgetary control and the disbursement of funds. The Concilio Director authorizes major purchase and the payment of the standard bills. The Concilio Bookkeeper assists with the preparation of the budget and reconciles the accounts.
- (2) The value of Volunteers' services is calculated according to the table shown as Exhibit B of "Procedures for Audit of Subgrantee Contractors". Vouchers are to be submitted by the volunteers as services are rendered. A tally is to be made semi-monthly.

4. A. Relationship of the Project to other Programs.

The Yolo County Information and Referral Center begun as a tripartite entity with units in Broderick, Davis and Woodland. At the behest of the grant administrator and in order to conform with federal guidelines the Service was Centralized.

In Yolo County the Human Services Council had long sought a centralized and readily accessible Information and Referral Unit.

Since the Human Services Council could not, by its very nature, provide such a service, it supported the Mexican-American Concilio's proposal to supply the service and to do it bi-lingually.

Since its inception the Centralized Information and Referral Services has been responsive to the concerns expressed by the Yolo County Commission on Aging, the Board of Supervisors and the Human Services Council, and the 400 or so Human Service agencies that provide services to the county resident.

B. Community Financial Support.

The Mexican-American Concilio intends to apply for United Way Funding for the Information and Referral Center in Spring 1978, in the interim the Concilio is assisting with United Way Fund raising efforts.

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The Concilio plans to reapply for County Revenue Sharing Funds for Fiscal 1978-1979.

- C. Yolo County Revenue Sharing Funds in the amount of \$3,000.00 will be applied to overall operations of the Center for Fiscal 1977-1978.
5. The Yolo County Department of Public Welfare is a public agency and an operating department of the County of Yolo. A copy of the departmental annual report for 76/77 follows this narrative, which fully describes the agency activities.

Background on Sub-Contracting Agency.

- A. The Mexican-American Concilio began as a Chicano-Advocacy, self-help organization.

To begin with, the Concilio has a human relations function - participating in local betterment projects and attempting to increase rapport between the Hispanic Community and the Community at large.

As an information service, Concilio maintains a job bulletin board, and a job-training data file. We display materials concerning educational opportunities for the public. We provide literature in Spanish and English (pamphlets, fliers and leaflets) on a multitude of Motor Vehicle driver's manuals.

We answer telephone inquiries and send for vital statistics as needed. The Concilio provides assistance in obtaining Immigration documents as well. We also maintain up-to-date lists of governmental and voluntary agencies that are geared to meet the needs of the Spanish-speaking.

We can analyze a problem with a client and refer him to an appropriate resource. Clients are seen on a walk-in-basis, with an absolute minimum of red tape and entirely without cost.

For mono-lingual Spanish-speaking clients, Concilio refers to the agencies described above and also to Spanish-speaking professionals as required. It can refer to doctors, lawyers, tutors, tax-preparation firms, and suppliers of goods and services where the Spanish-speaking clients will be understood.

The Concilio often performs a liaison advocacy function for the client, helping him to cope with governmental bureaucracy. Concilio staff members have acted as

intermediaries and advocates in matters concerning the schools, courts, hospitals, and social agencies. In the past, staff members have escorted clients for appointments and provided informal translation services. There are four attorneys affiliated with the Concilio; one of the attorneys is a specialist in immigration law.

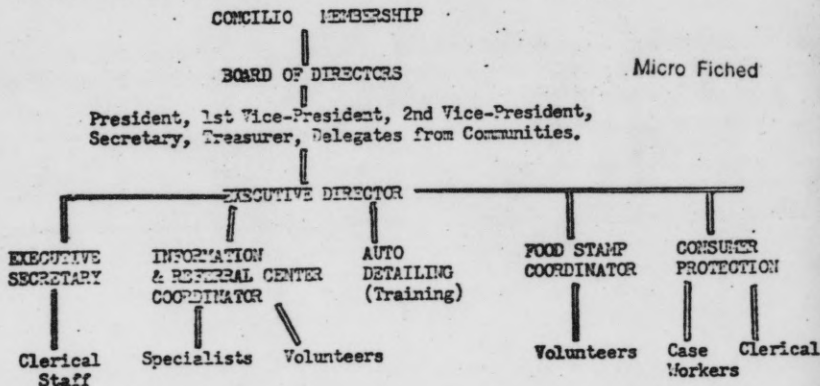
One important, although unofficial function is the verbal translation of forms and documents required by the Unemployment Insurance Office, the D.M.V. and the Department of Social Welfare.

We maintain a client contact file and we find that people who have been helped come back from year to year. We work with year round Yolo County residents and migrant farm workers as well.

It is our hope that our efforts will add in some measure to the reservoir of intercommunity goodwill, and will alleviate the distress of the elderly, poor and underprivileged.

Its mission has been expanded to encompass advocacy for the elderly the poor and underprivileged of all ethnic groups. Services are available without any means or eligibility criteria whatsoever and are provided entirely without cost to the client.

B.



C. QUALIFICATIONS.

Concilio Directors include:

A Businessman, Entrepreneur, Public Service Volunteer.
 An Academician, Dean of a Community College and Social Service Theorist.
 A Welfare Dept. Supervisor, Specialist in Protective Services.
 An Environmental Health Sanitarian/Engineer.
 An Electronics Technician.
 A Personnel Analyst.
 An Attorney.

Staff includes Specialists with degrees in Communications Media, Education, Counseling, bookkeeping, industrial and vocational education.

All staff members are fluent in Spanish and English.

Mexican-American Concilio's facilities: A ground floor Main Street location, toll free telephone lines, resource files and access to Concilio files, the Human Services Council Directory involvement, desk space for 2 intake workers and volunteers, plus a private rear office. A duplication and printing set up, waiting room facilities, restroom facilities, and insurance provided for staff vehicles when used on agency business, make the Mexican-American Concilio a suitable facility for the location of this Information and Referral Center.

- (1) The Mexican-American Concilio has traditionally been the Agency of first recourse for the Mexican-American minority group members in Yolo and environs, it has an unblemished record of service to the poor.

D. (1) Board of Directors Ethnicity and Sex: All Mexican-American, 1 woman.

- (2) Clients are encouraged to become voting members of the organization, to attend meetings and express their concerns over the conduct and progress of agency business.

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Client input is weighted heavily; the Concilio's Director is available on an open door basis for direct client consultation.

6. Project Monitoring: The Information and Referral Coordinator does a weekly review of Information and Referral cases and is available for consultation on demand.

Agency Director conducts general staff briefings every Friday.

Staff hours are recorded in a time book, mileage is registered and reviewed twice monthly.

7. Mexican-American Concilio and City of Winters Transportation Group.

8. A. Community Participation:

A review of Information and Referral Center activities for the past year and the services most utilized by clients provided the basis upon which this application was drawn up.

9. N/A

10. Estimated Program output.

In addition, continuance of the City of Winters Transportation Project is planned. This project has been successful in reaching and assisting older Americans by providing transportation to medical appointments in both Woodland and Sacramento, to various county offices and to visit Social Security representatives in both Woodland and West Sacramento.

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Funds to provide gasoline and maintenance for automobile used in furnishing transportation services are included in the detailed budget and budget summary.

I. BUDGET CATEGORY

FEDERAL FUNDS

DI-ZED
MATCHING FUNDS

a. Personnel - Salary Schedule

Coordinator

\$750 x 12 =

\$ 9,000

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\$ 25 x 12 =

\$ 300

Clerical

\$2.50 x 40 x 12 =

\$ 4,822

\$ 378

Director & Secretary

Match

\$ 725

\$13,822

\$1,403



YOL COUNTY INFORMATION & REFERRAL CENTER

716 MAIN STREET
WOODLAND, CALIFORNIA
95695

666-4646

753-INFO

444-5667

November 18, 1977

CYNTHIA B. THANOS
Coordinator

PROPOSED EQUIPMENT EXPENDITURES I & R

A service of the Mexican American Concilio
of Yolo County / Sponsored by
the Area 4 Agency on Aging

CY 78

FEDERAL
\$242NON FEDERAL MATCH
\$600

EQUIPMENT:

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Two literature racks \$312.04, exceeds Federal by . . . \$70.04
(tax inclusive)TYPING TABLE 20.-
bookcase 84.80tape recorder
w/earphones, cord
batteries, - tapes 74.20

\$249.041/3 of total
cost of a copier to
be purchased by Concilio
and used in the several
programs\$350.96
\$249.04

\$600.00

DETAILED BUDGET FOR SERVICE/PROGRAM COMPONENTS

NAME OF APPLICANT AGENCY: Yolo County Department of Public Welfare

I. BUDGET CATEGORY	SERVICE/PROGRAM COMPONENTS				TOTAL BUDGET
	I & R	Transportation			
a. Personnel (attach list showing job description and salary rate)	\$ 15,225	\$	\$	\$	\$
b. Fringe Benefits	2,205				
c. Equipment (attach list)	842				
d. Consumable Office Supplies	594				
e. Other Consumable Supplies	24				
f. Staff Travel	686				
g. Other Travel Costs (Identify)		900			
h. Consultants	1,300				
i. Contract Services					
j. Rent of Space	899				
k. Communication & Utilities	3,039				
l. Insurance	54				
m. Audit	600				
n. Other Identify	\$	\$	\$	\$	\$
II. TOTAL COSTS	\$ 25,467	\$ 900	\$	\$	\$ 26,367
III. LESS PROJECT INCOME	\$ 0	\$ 0	\$	\$	\$ 0
IV. PROJECT NET COSTS	\$ 25,467	\$ 900	\$	\$	\$ 26,367
V. LESS: NON-FEDERAL SHARE	\$ 5,300	\$ 0	\$	\$	\$ 5,300
VI. TITLE III FUNDS REQUESTED	\$ 20,167	\$ 900	\$	\$	\$ 21,067
OTHER RESOURCES	\$	\$	\$	\$	\$

BUDGET SUMMARY FOR PROJECT PERIOD

From 1/1/78 To 12/31/78

(PREPARE DETAILED BUDGET SCHEDULES BEFORE THIS PART)

NAME OF APPLICANT AGENCY:				Micro Fiched
I. BUDGET CATEGORY (1)	Adminis- trative Costs (2)	Service Costs (3)	Non- Federal Match (4)	Total Project Costs (5)
a. Personnel (attach list showing job description and salary rate)	\$ 574	\$ 13,248	\$ 1,403	\$ 15,225
b. Fringe Benefits	17	2,128	60	2,205
c. Equipment (attach list)		242	600	842
d. Consumable Office Supplies	201	93	300	594
e. Other Consumable Supplies	24			24
f. Staff Travel	96	310	280	686
g. Other Travel Costs (Identify) Winters Travel Group		900		900
h. Consultants			Volunteer 1,300	
i. Contract Services				
j. Rent of Space	61	535	303	899
k. Communication & Utilities	273	2,365	400	3,038
l. Insurance			54	54
m. Audit			600	600
n. Other Identify				\$
II. TOTAL PROJECT COSTS	1,246	19,821	5,300	\$ 26,367
III. LESS: PROJECT INCOME (Contributions)				\$ 0
IV. PROJECT NET COSTS				26,367
V. LESS: LOCAL NON-FEDERAL PARTICIPATION				\$ 5,300
VI. FUNDS REQUESTED FROM TITLE III				\$ 21,067

SCHEDULE OF NON-FEDERAL PARTICIPANTS

Micro Riched

ESTIMATED PROGRAM OUTPUT

1. Unduplicated number of older persons to be served directly 1400
2. Unduplicated number of older low income persons to be served 800
3. Unduplicated number of older volunteers to serve project 5-10
4. Unduplicated number of older persons to be reached through mass media 8,000
5. Geographic area (Target Area) to be served Yolo County
6. Will project serve Target Area? yes X no
7. Service to be provided through: Senior Center Day Care Center
Other X

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8. Ethnic Composition of Elderly to be served by project:

	Number
Negro/Black	16
Native American	0
Mexican American	550
Oriental	3
All others: Specify	555

9. If more than one service or activity is proposed please list below	# of older persons served
INFORMATION AND REFERRAL	1400
TRANSPORTATION (WINTERS GRANT)	180

10. List project's linkage with other programs serving the elderly.

NAME OF OTHER PROGRAMS :

1. Social Security Administration (S.S.I. Program)
2. State of Calif. Employment Development Dept.
3. Yolo County Depts. of Health & Welfare.
4. Woodland Volunteer Bureau (Emergency Food Program)
5. United Community Fund.
6. Area 4 Advisory Council.
7. Yolo County Commission on Aging.
8. Sr. Nutrition Program of the Economic Opportunity Commission.
9. Dept. of Benefit Payments.

NCTE: Section VII should be completed on separate sheets in accordance with instructions included in guide prior to submittal to the Area Agency.

STATEMENT OF OBJECTIVES

TO PROVIDE INFORMATION TO 3,360 PERSONS WITH RESPECT TO SERVICES AVAILABLE TO OLDER PEOPLE; TO LINK PEOPLE WITH SERVICES AS NEEDED; AND FOLLOW-UP AS APPROPRIATE BY DECEMBER 31, 1978.

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INFORMATION AND REFERRAL WILL BE PROVIDED VIA A TELEPHONE SYSTEM AND A WALK-IN SERVICE ON A COUNTYWIDE BASIS. THE OFFICE WILL BE STAFFED BY PROFESSIONAL I&R WORKERS. A TELEPHONE ANSWERING SERVICE WILL MAINTAIN TWENTY-FOUR HOUR PER DAY AVAILABILITY.

A TOTAL OF 180 DOOR-TO-DOOR TRIPS WILL BE PROVIDED TO SENIORS LIVING IN THE CITY OF WINTERS FOR MEDICAL APPOINTMENTS AND SOCIAL SERVICE AGENCIES IN DAVIS, WOODLAND AND SACRAMENTO. THE SERVICE WILL BE OPERATED BY VOLUNTEER DRIVERS UTILIZING THE WINTERS SENIOR CITIZEN CLUB VEHICLE.

DLS.ln
12.13.77

PERFORMANCE STANDARDS

Performance standards reflect planned levels of activity and individuals to be served throughout the contract period; they represent services to be provided with the resources granted in the contract. The planned activity establishes the basis for assessing the adequacy of actual performance in the program and for determining clearance of payment. Significant variations from planned service delivery should be explained in the monthly progress report, narrative section, with corrective action steps indicated.

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Performance Criteria	Plan Monthly	Plan Cumulative
<u>Transportation</u>		
1. Planned # of unduplicated individuals to be transported		
2. Planned # of door to door trips	15	180
<u>Information & Referral</u>		
1. Planned # of information transactions with individuals	225	2700
2. Planned # of information transactions with agencies/organizations	30	360
3. Planned # of information transactions total	255	3360
4. Planned # of referral transactions	50	600
5. Planned # of follow-up transactions	60	720

AREA 4 AGENCY ON AGING
Information and Referral

ATTACHMENT C
CONTRACT #155-4
YOLO COUNTY WELFARE DEPT.

MINIMUM STANDARDS

I. ORGANIZATION AND FACILITIES

1. Is an independent public or voluntary agency or clearly identifiable, visible unit within a broader agency or organization....
2. Gives particular attention to older people whether as part of a service for all age groups or for older people exclusively....
3. Assists older people with the entire range of needs or problems they may confront....
4. If available to walk-in callers, is suitably furnished and has sufficient space to insure comfort and confidentiality during interviewing....

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II. RESOURCE FILE

1. Maintains a file of opportunities, resources and services, and their providers in all areas relevant to the needs and problems of older people....
2. Classifies the information according to: a) the name or nature of function of provider agencies and organizations; and b) types of services provided...
3. Employs a classification system common to all I&R services throughout the State, provided that use of the system is consistent with meeting the needs of the older people in the areas served....
4. Updates the file on a continuing basis with complete verification or revision at least six months....
5. Shares the file with other agencies providing I&R services....

III. STAFFING

1. Utilizes paid and/or volunteer staff for:
 - a) compiling a resource file;
 - b) receiving requests for assistance from older people; and
 - c) directing them to sources of information or assistance required.
2. Arranges with appropriate agencies for training paid and volunteer personnel to provide I&R services....
3. Conducts a program of continuing education for staff and apprises staff of changes in procedures and community resources....

IV. ACCESS

1. Services are available during normal working hours by toll-free (i.e. without a long-distance charge to the user) telephone calls from all points within the county served by an I&R service....
2. A telephone answering service receives calls and arranges for assistance in emergency situations outside of normal working hours, or by using a recording device, refers callers to an emergency service, such as the police or sheriff....
3. Access to walk-in centers is free of physical barriers to older and handicapped persons....
4. Bilingual personnel and personnel capable of overcoming potential cultural barriers are available when an I&R agency is serving a population that presents special problems of communication....

Micro Fiched

V. INTERVIEWING, INFORMATION-GIVING, AND REFERRAL

1. Receives inquiries and determines the nature of the information sought by callers or the nature of the services they require....
2. Provides the information requested and directs callers, if necessary, to agencies or organizations which can provide the assistance required for resolution of a problem or need....
3. Actively assists the callers by identifying an agency or organization able and willing to provide the service needs and by making an appointment for a person if such assistance is required....

VI. FOLLOW-UP

1. Calls are made to all or a sample of persons referred to service agencies or organizations to determine whether they established linkage, whether they received the required assistance, and whether the service provided was useful....
2. Calls are made to all or a sample of agencies and organizations to which people have been referred to determine whether or not they kept their appointments, received the service(s) needed, and required further referral for additional service(s)....
3. When linkage was not effected or when a service was not provided, effort is made to determine the reason for failure....

VII. PUBLICITY AND OUTREACH

1. Publicizes the availability of I&R services through newspaper stories and advertisements and radio and television announcements and gives information about how to make use of them....
2. Has announcements made by civic, labor, religious, business organizations, organizations of older people, and agencies serving older people....
3. Arranges for the display of posters announcing the availability of I&R services in public buildings, business places, senior centers, nutrition project sites and in other places where they will be seen by older people....
4. Distributes cards and/or gummed stickers for attachment to telephone instruments bearing the address and toll-free telephone number of an information and referral agency to older people through available mechanisms....

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VIII. RECORDS AND REPORTS

1. Identification of people who use an I&R service is not revealed or accessible to anyone other than the staff members engaged in meeting the needs of those people. Names of persons who have used an I&R service are stricken from the records according to AoA-PI-75-35 (June 23, 1975).....
2. Maintains records of the nature of calls received and of the agencies and organizations to which callers are directed or referred.....
3. Maintains records of follow-up with services providers to determine what services were provided and whether further referrals were necessary.....
4. Maintains records of follow-up with persons referred to service providers to determine what services were received, whether their needs were met, and whether they have need for additional service....
5. Maintains records of services which were needed but were not available.....
6. Prepares and submits to State and Area Agencies on Aging, on a regular basis, reports of services and service agencies about which information was given or to which referrals were made, and of the results of follow-up efforts with service providers and with persons who sought assistance.....
7. Employs a record system and report forms uniform throughout the Area.....

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT
AGREEMENT NO. 78-3

FILED

JAN 13 1978

LAURENCE P. HENIGAN, Clerk
By Barbara H. Rodriguez
Deputy

Sub-Grantee Name

Bryte Fire Protection District

Address

1515 Lisbon Avenue

City

Bryte, CA 95605

Phone:

371-1106

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Program Director

Everette E. Richardson

1. Amount of funds allocated per this sub-grant is \$ 20,010.
2. Grant period begins January 3, 1978 and ends September 30, 1978.

It is expressly understood by PROGRAM AGENT and SUBGRANTEE that PROGRAM AGENT has made applications through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that PROGRAM AGENT is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to PROGRAM AGENT through the Sacramento-Yolo Employment and Training Agency (Prime-Sponsor) by the United States Department of Labor.

Approved as to form

Dated

Off. of 3/1/78 deputy
County Counselor, Yolo County

Bryte Fire Protection District

(Legal Name of Sub-Grantee)

County of Yolo as Program Agent
of the Sacramento-Yolo Employment
and Training Agency

Everette E. Richardson
(Signature of Authorized Officer)

Arthur H. Edmonds
COUNTY OF YOLO

Everette E. Richardson, Fire Chief
(Typed Name and Title of
Authorized Officer)

ARTHUR H. EDMONDS

Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY

Barbara H. Rodriguez
DEPUTY

1 AGREEMENT NO. 78-3
2 (CETA TITLE II AGREEMENT)
3

4 THIS AGREEMENT made and entered into this 3rd day of
5 January, 1978, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 referred to as PROGRAM AGENT, and the Bryte Fire Protection District,
8 1515 Lisbon Avenue, Bryte, CA 95605
9 hereinafter referred to as SUBGRANTEE,

10 W I T N E S S E T H :
11

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- 12 1. SUBGRANT. This agreement sets forth the terms and conditions
13 of a subgrant between PROGRAM AGENT and SUBGRANTEE. This sub-
14 grant agreement consists of the following:
15 A. This Agreement.
16 B. Signature sheet.
17 C. Schedule of Position Listing, attached hereto as Exhibit
18 "A" herein.
19 D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B"
20 herein.
21 E. General and Special Assurances attached hereto as Exhibit
22 "C" herein.
23 2. SERVICES. SUBGRANTEE shall in a manner satisfactory and
24 proper as determined by PROGRAM AGENT perform the services
25 described in the application and program narrative in accor-
26 dance with the time schedule, budget, and number of persons
27 to be served set forth in the program operating plan.
28 3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reason-
29 able and necessary costs incurred in the performance of this
30 contract in accordance with the following rules:
31 A. Total reimbursement shall not exceed the amount of the
32 subgrant or modifications thereof.

1 B. On or before a date specified each month by the County
2 Auditor of Yolo County, SUBGRANTEE shall submit a claim
3 to the Auditor of PROGRAM AGENT setting forth the reason-
4 able and necessary costs incurred for services performed
5 in accordance with this Agreement during the preceding
6 month.

7 C. Reasonable and necessary costs shall be determined in
8 accordance with the procedures established by PROGRAM
9 AGENT in accordance with requirements of the United
10 States Department of Labor and the United States OMB,
11 Circulars A-87 and A-102, and Micro Fiched

12 1) In any event SUBGRANTEE shall not incur any costs for
13 non-expendable personal property as defined in OMB
14 Circular No. A-102, Attachment N, without prior ap-
15 proval of the Auditor of PROGRAM AGENT.

16 2) Travel expenses shall not exceed those customary for
17 SUBGRANTEE if a governmental agency. If SUBGRANTEE
18 is not a governmental agency, travel shall not exceed
19 that allowed by PROGRAM AGENT to its own agents or
20 employees.

21 D. The Auditor of PROGRAM AGENT shall examine, settle and
22 allow the claim in the manner provided by law.

23 E. Approved claims shall be paid from and only to the extent
24 of available funds granted to PROGRAM AGENT by the JOINT
25 POWERS AGENCY, composed of the City of Sacramento, the
26 County of Sacramento, and the County of Yolo, known as
27 SACRAMENTO-YOLO EMPLOYMENT and TRAINING AGENCY, a joint
28 powers agency.

29 F. PROGRAM AGENT reserves the right to withhold payment for
30 costs incurred by SUBGRANTEE when PROGRAM AGENT determines
31 in the manner set forth herein that SUBGRANTEE is not ful-
32 filling the terms of this agreement or that the costs are

not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

5. TERMINATION.

Micro Fiched

- A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at

1 the option of PROGRAM AGENT, become property of PROGRAM
2 AGENT and SUBGRANTEE shall be entitled to compensation
3 for any unreimbursed expenses necessarily incurred in
4 satisfactory performance of the agreement. Notwithstand-
5 ing the above, the SUBGRANTEE shall not be relieved of
6 liability to PROGRAM AGENT for damages sustained by
7 PROGRAM AGENT by virtue of any breach of the agreement
8 by SUBGRANTEE and PROGRAM AGENT may withhold any reim-
9 bursement to SUBGRANTEE for the purposes of setoff until
10 such time as the exact amount of damages due PROGRAM AGENT
11 from SUBGRANTEE is agreed upon or otherwise determined.

- 12 B. For Convenience. PROGRAM AGENT may terminate this Agree-
13 ment at any time by giving written notice to SUBGRANTEE
14 of such termination and specifying the effective date
15 thereof, at least 30 days before the effective date of
16 such termination. In that event, all finished or un-
17 finished documents and other materials as described in
18 Paragraph A hereof shall, at the option of PROGRAM AGENT,
19 become its property. If the Agreement is terminated by
20 PROGRAM AGENT as provided herein, SUBGRANTEE will be paid
21 an amount which bears the same ratio to the total com-
22 pensation as the services actually perform bear to the
23 total services of the SUBGRANTEE covered by this Agree-
24 ment, less payments of compensation previously made: Pro-
25 vided, however, that if less than 60 percent of the ser-
26 vices covered by this Agreement have been performed upon
27 the effective date of such termination, the SUBGRANTEE
28 shall be reimbursed (in addition to the above payment) for
29 that portion of the actual out-of-pocket expenses (not
30 otherwise reimbursed under this Agreement) incurred by the
31 SUBGRANTEE during the Agreement Period which are directly
32 attributable to the uncompleted portion of the services

1 covered by this Agreement. If this Agreement is termi-
2 nated due to the fault of the SUBGRANTEE, Paragraph A
3 hereof relative to termination shall apply. Micro Fiched
4 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling
5 agency or other organization has been employed or retained to
6 solicit or secure this Agreement upon an agreement or under-
7 standing for commission, percentage, brokerage, or contingency
8 fee. For breach or violation of this covenant, PROGRAM AGENT
9 shall have the right to annul this Agreement without liability
10 or, in its discretion, to deduct from the compensation or
11 otherwise recover, the full amount of such commission, per-
12 centage, brokerage, or contingent fee.
13 7. LAWS. SUBGRANTEE shall comply with all the applicable laws,
14 ordinances, and codes of the State of California and local
15 governments.
16 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harm-
17 less and defend PROGRAM AGENT, its officers, employees and
18 agents from and against all claims, losses, liabilities, or
19 damages, including attorney fees, arising out of or resulting
20 from the performance of this Agreement, caused in whole or in
21 part by any negligent act or omission of SUBGRANTEE or anyone
22 directly or indirectly employed by SUBGRANTEE, regardless of
23 whether or not it is caused in part by a party indemnified
24 hereunder.
25 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the
26 Federal Government a royalty-free, non-exclusive and ir-
27 revocable license throughout the world for government purposes
28 to publish, translate, reproduce, and otherwise use and dis-
29 pose of, and to authorize others to do so, all data, including
30 reports, patents, copyrights, drawings, blueprints and techni-
31 cal information resulting from the performance of the work
32 under this Agreement. SUBGRANTEE will not include copyrighted

1 matter in the material furnished under this Agreement without
2 written permission from the copyright owner.

3 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he pre-
4 sently has no interest and shall not acquire any interest, di-
5 rect or indirect, which would conflict in any manner or degree
6 with the performance of services required to be performed under
7 this Agreement. SUBGRANTEE further covenants that in the per-
8 formance of this Agreement no person having any such interest
9 shall be employed. Micro Fiched

10 11. RIGHT TO REFUSE. If, under the provisions of this Agreement,
11 SUBGRANTEE develops any systems analysis products, models,
12 electronic data processing systems, software and related ser-
13 vices, SUBGRANTEE agrees that the methods, materials, logic,
14 and systems developed pursuant to this Agreement shall be the
15 property of PROGRAM AGENT, and may be used as PROGRAM AGENT
16 see fit, including the right to reuse and publish the same
17 without limitation.

18 12. FEDERAL AID. It is understood by the parties hereto that
19 neither this Agreement nor any Agreement pursuant hereto shall
20 obligate the Federal Government to enter into any Agreement
21 with SUBGRANTEE or any other entity for Federal financial
22 assistance in connection with this Agreement; or for the
23 planning or undertaking of any work element not included in
24 this Agreement. Any such agreement will be entered into at
25 the sole discretion of the Federal Government.

26 13. GOVERNMENT. It is understood by the parties hereto that the
27 Federal Government will not be obligated or liable to SUB-
28 GRANTEE as a condition of this Agreement.

29 14. LEGAL RELATIONSHIP.

30 A. It is herein understood and agreed that SUBGRANTEE is an
31 independent contractor and that no relationship of
32 employer-employee exists between the parties hereto.

1 That SUBGRANTEE shall not be entitled to any benefits
2 available to employees of PROGRAM AGENT. That PROGRAM
3 AGENT is not required to make any deductions from the
4 compensation payable to SUBGRANTEE under the provisions
5 of this Agreement; that as an independent contractor,
6 SUBGRANTEE thereby holds PROGRAM AGENT harmless from any
7 and all claims that may be made against PROGRAM AGENT
8 based upon any contention by any third party that an
9 employer-employee relationship exists by reason of this
10 Agreement.

Micro Fiched

- 11 B. It is further understood and agreed by the parties hereto
12 that SUBGRANTEE in the performance of its obligations
13 hereunder is subject to the control or direction of
14 PROGRAM AGENT merely as to the result to be accomplished
15 by the services herein agreed to be rendered and per-
16 formed and not as to the means and methods for accomplish-
17 ing the result.
- 18 C. If, in the performance of this Agreement, any third per-
19 sons are employed as employees of SUBGRANTEE, such persons
20 shall be employed by and shall be entirely and exclusively
21 under direction, supervision and control of said SUB-
22 GRANTEE. All terms of employment of said persons, in-
23 cluding hours, wages, working conditions, discipline,
24 hiring and discharging or any other terms of employment or
25 requirements of law, shall be made by said SUBGRANTEE, and
26 PROGRAM AGENT shall have no right or authority over said
27 persons or the terms of such employment.
- 28 D. SUBGRANTEE, as an independent employer, shall be liable
29 and hereby expressly assumes and accepts exclusive
30 liability as an employer under the Federal Insurance Con-
31 tributions Act, Federal Social Security Acts, or any other
32 Federal or State laws or acts which in any way affect or

1 relate to the relationship of employer and employee, and
2 shall be liable for any Social Security, or other taxes or
3 penalties arising or levied by reason of the employment of
4 such persons employed by it. PROGRAM AGENT shall not be
5 liable for any workmen's compensation or other benefits
6 accruing under any Federal or State law or acts to any
7 persons employed by the said SUBGRANTEE under this Agree-
8 ment, but such liability, if any, shall be exclusively
9 that of SUBGRANTEE.

Micro Fiched

10 15. PERSONNEL.

- 11 A. SUBGRANTEE represents that he has, or will secure at his
12 own expense, all personnel required in performing the
13 services under this Agreement. Such personnel shall not
14 be employees of or have any individual contractual re-
15 lationship with PROGRAM AGENT.
16 B. All of the services required hereunder will be performed
17 by SUBGRANTEE or under his supervision, and all personnel
18 engaged in the work shall meet SUBGRANTEE's employment
19 qualifications and shall be authorized under State and
20 local law to perform such services.
21 C. None of the work or services covered by this Agreement
22 shall be sub-contracted without the prior written approval
23 of PROGRAM AGENT.

24 16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT,
25 this agreement is not assignable by SUBGRANTEE either in
26 whole or in part.

27 17. ALTERATIONS. No alteration or variation of the terms of this
28 Agreement shall be valid unless made in writing and signed by
29 the parties hereto.

30 18. WAIVER. The waiver by PROGRAM AGENT of any default, breach
31 or condition precedent shall not be construed as a waiver on
32 the part of PROGRAM AGENT of any other default, breach or

1 condition precedent, or any other right hereunder.
2 19. SUCCESSORS. This Agreement shall bind and inure to the suc-
3 cessors in interest of PROGRAM AGENT and SUBGRANTEE in the
4 same manner as if such party had been expressly named herein.
5 20. TIME. Time is the essence of this Agreement.

6 IN WITNESS WHEREOF, the parties hereto have executed
7 this agreement as of the day and year hereinabove set forth.

8 PROGRAM AGENT - Micro Fiched -

9 COUNTY OF YOLO, a political subdivi-
10 sion of the State of California

11 BY Arthur R. Johnson
12 CHAIRMAN OF THE BOARD OF SUPERVISORS

13
14
15 SUBGRANTEE

16
17 Donald E. Richardson
18

19
20
21 Approved as to Form

22 Dated _____

23 Arthur R. Johnson
24 County Counsel of Yolo County
25
26
27
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29
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32

LISTING OF POSITIONS

CETA TITLE II

BRYE FIRE PROTECTION DISTRICT

	<u>Position</u>	<u>Salary & Benefits</u> <u>1/3/78 - 9/30/78</u>
One	Firefighter Trainee	\$ 10,005
One	Firefighter Trainee	<u>10,005</u>
	TOTAL	<u>\$ 20,010</u>

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PROGRAM NARRATIVE
CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Comprehensive Manpower Plan (CMP) for the Sacramento-Yolo area, recruitment and referral specifically to CETA Title I openings will be made by the coordinated intake unit of each county. In Yolo County, these functions are performed by Project MOVE (More Opportunity through Varied Education) to also include Titles II and VI.
2. In order to insure special consideration for special and recent veterans, all job vacancies under Titles II and VI, except those to which former employees are being recalled, must be listed with the MOVE Project for Titles II and VI positions and also the Employment Development Department (EDD) at least 48-hours before such vacancies are filled. During this period MOVE and EDD will refer special and recent veterans. Upon request, MOVE may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Eligibility of applicants for CETA positions will be determined by Project MOVE. For Title VI positions, the Employment Development Department and Yolo County Welfare Department are also involved in determining participant eligibility. An eligible CETA applicant will be given a "Certification of Eligibility" card signed by a qualified interviewer of Project MOVE. No subagent will permit an applicant to apply for a position without the applicant first obtaining a "Certification of Eligibility" card.

CETA regulations and the Comprehensive Manpower Plan both require preference in selection be given to certain population segments. Subagents are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea during the period of August 5, 1964 to May 7, 1975 and who received other than a dishonorable discharge, veterans who have been discharged within four years of application for a CETA position and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds. All applicants for CETA positions should be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position and also individuals who have interviewed but have not been selected.

As vacancies occur in CETA positions, agencies should contact the MOVE office CETA Outreach Workers who will put the recruitment process in motion. When individuals are selected to fill vacant positions, the MOVE Project should again be notified so that the necessary enrollment forms can be completed.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's

employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department or agency the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

Micro Fiched

The manpower representative, in most instances, will be an outreach worker from M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

Other Manpower Programs will serve as an important referral source and

shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, The University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public

and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Micro Fiched

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioned into the agency performing the training.

In order that an employer not be taken advantage of by excessive absence from work while the participant is doing "job search", it is recommended the immediate supervisor determine the following.

1. If the participant is going for a job interview the person to see, the place and time should all be identified.
2. If the participant is intending to make application for an opening advertised in the local media, a copy of the ad should be proof.

Micro Fiched

Approved requests for time off should be given with no dockage of pay. If you have any additional questions concerning this policy, please do not hesitate to call me.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.
3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for

such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

Micro. Fiber

EXHIBIT A

TO: CETA Participants
FROM: Manpower Coordinator
County Executive Office
Room 211, Courthouse, Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

Micro Fiched

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the

economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

Micro Fiched

EXHIBIT B

TO: County Departments and Subagents
FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Micro Fiched

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

Micro Fiched

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us who are involved have to assume.

Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

Micro Fiched

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:
 - a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P. L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and
 - b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with application and to provide such additional information as may be required;
 - b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
 - c. It will comply with Title VI of the Civil Right Act of 1964, (42 USC 2000d) prohibiting employment discrimination where
 - (1) the primary purpose of a grant is to provide employment or
 - (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
 - d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).
 - e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
 - f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

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- g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).
- i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713 (2)).
- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)). Micro Fiched
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a) (6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).
- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)), and will assure that:

- (1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6 (a) (1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wages law (section 111(b)).

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- (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a) (2)).

- w. It will comply with the labor standards requirements set out in section 706 of the Act.
- x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1) (B) and 205(c) (1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

- 1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).
- 2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c) (6) and 604).
- 3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they

have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

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C. Additional Assurance for Title II Programs

All assurances in B above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c) (3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c) (20)).

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(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c) (5)).

Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

D. Additional Assurances for Title VI Programs

All assurances in B above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a) (2) (B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a) (2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks and to members of a family currently qualified for Aid for Family with Dependent Children (AFDC).

E. Special Certification for State Grantee

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

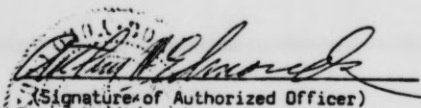
BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

COUNTY OF YOLO

(Legal Name of Applicant)

(Address)

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(Signature of Authorized Officer)

ARTHUR H. EDMONDS, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized
Officer)

1-3-78
(Date of Application)

BK
FILED

JUL 13 1978

YOLO COUNTY AGREEMENT NO. 7844

LAURENCE P. HENIGAN, Clerk

By *Debra S. Gentry*
DEPUTY

AGREEMENT FOR UNEMPLOYMENT COMPENSATION SERVICES

THIS AGREEMENT is executed this 10th day of January, 1977, between the COUNTY SUPERVISORS ASSOCIATION OF CALIFORNIA, a California nonprofit corporation, hereinafter called "CSAC"; REED, ROBERTS ASSOCIATES, INC., a New York corporation, hereinafter called the "Contractor"; and the COUNTY OF YOLO, a political subdivision of the State of California and a member of CSAC, hereinafter called the "County".

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WHEREAS, it is expected that the California Legislature will further consider legislation to implement the Federal Unemployment Compensation Amendments of 1976 (Public Law No. 94-566), hereinafter called the "Federal Amendments", which require that unemployment compensation benefits be extended to state and local government employees as of January 1, 1978, on penalty of loss of federal tax credits and subsidy funds within California; and

WHEREAS, a suit is being prepared by the National Institute of Municipal Law Officers, hereinafter called "NIMLO", to challenge the constitutionality of the Federal Amendments, in which many California counties, cities and districts have joined; and

WHEREAS, NIMLO will seek a stay of the Federal Amendments pending an ultimate determination of their constitutionality

by the United States Supreme Court, but the ruling on the request for stay is not expected until late in 1977; and

WHEREAS, if NIMLO is unsuccessful in securing a stay of the Federal Amendments and if legislation implementing the Federal Amendments is passed by the California Legislature, then California counties, along with other governmental employers, will be responsible for unemployment compensation coverage for their employees effective January 1, 1978; and

WHEREAS, CSAC wishes to assist its member counties in preparing for and maintaining such unemployment coverage, if required, and in reducing the heavy costs thereof; and

WHEREAS, to this end, CSAC is developing and will Micro Fiched coordinate and monitor a program of group unemployment compensation services for those of its members who wish to participate, and CSAC is specially trained, experienced, expert and competent to perform such development, coordinating and monitoring services; and

WHEREAS, CSAC has selected the Contractor, a leading unemployment compensation administration firm, to provide training, claims administration, management information and related services to participating counties on a group basis, for which services the Contractor is specially trained, experienced, expert and competent; and

WHEREAS, in its role as program coordinator and monitor, CSAC will develop an informational base from which to assess the effects of changes in unemployment law and regulations, and utilizing such base, will augment its representational services in

the unemployment field, for which services it is specially trained, experienced, expert and competent; and

WHEREAS, the County wishes to participate in such program and to utilize the services of CSAC and the Contractor, and is authorized to contract for such services under Section 31000 of the California Government Code;

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS

As used in this agreement, the following terms and abbreviations shall have the meanings stated:

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Group Services: All those services to be provided by CSAC and the Contractor to the County under this agreement and to other member counties of CSAC under like agreements.

Participating County: Any member county of CSAC contracting with CSAC and the Contractor for provision of group services.

FTE: A "full-time equivalent"; i.e., one full-time county employee, or two or more part-time county employees working an amount of time equivalent to that of one full-time employee. All employees on the county payroll, including those funded by the State or the federal government, are considered county employees for purposes of FTE counts.

EDD: The Employment Development Department of the State of California.

SECTION 2: CONTRACTS WITH OTHER COUNTIES; CONTRACTING DEADLINES

CSAC and the Contractor agree that contracts with other participating counties for provision of group services shall contain essentially the same terms and conditions as this agreement, such that all participating counties shall have the same rights and duties with regard to such services. Any amendment of another contract which changes the services to be provided or the charges therefor shall be offered by CSAC and the Contractor to the County and other participating counties. Similarly, any such amendment of this agreement shall be offered to other participating counties. The Contractor further agrees that it will not contract with any non-participating county for provision of services of the type to be provided hereunder at terms more advantageous to that county than those contained herein. Micro Fiched

Nothing in the foregoing paragraph shall prevent minor changes or additions in contract terms and conditions, from one participating county to the next, to satisfy individual county contracting policies or requirements. Also, any participating county may contract separately with the Contractor for services supplemental to the group services.

Any county wishing to participate in the group services program during the 1978 calendar year must contract or authorize a contract with CSAC and the Contractor by December 20, 1977. Any county which chooses not to participate in the program in 1978, but wishes to participate in a later year may do so by contracting or authorizing a contract with CSAC and the Contractor by December 20 of the preceding year; provided, however, that the expiration date of any such late contract shall be

the same as that provided in Section 3 of this agreement; and provided further that any such late contract shall provide for payment of CSAC's start-up fee, as prescribed in Section 6.B.(1) hereof, as well as for payment of fees to CSAC and the Contractor for current services.

SECTION 3. TERM

This agreement shall be for a period of 36 months, commencing on December 31, 1977 and continuing through December 31, 1980. However, this agreement may be terminated either by CSAC or by the Contractor, by not less than five (5) days' written notice to the County and the other party, in either of the following events, provided that all agreements with other participating counties are similarly terminated:

- Failure of at least thirty (30) member counties of CSAC to contract or to authorize a contract with CSAC and the Contractor for group services by December 20, 1977; or
- Failure of member counties of CSAC employing a total of at least eighty thousand (80,000) FTE's to contract or to authorize a contract with CSAC and the Contractor for group services by December 20, 1977.

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It is agreed further that this agreement shall be automatically terminated in any of the following events:

- (1) The granting of a stay of the Federal Amendments by a federal court in advance of the enactment of state

legislation implementing the Federal Amendments.

(2) The granting of a stay of the Federal Amendments by a federal court following the enactment of state legislation implementing the Federal Amendments, if such legislation, by its terms, is stayed pending the stay of the Federal Amendments.

(3) Failure of enactment of state legislation implementing the Federal Amendments by April 1, 1978.

(4) A decision of the United States Supreme Court, following enactment of state legislation implementing the Federal Amendments, that such Amendments are unconstitutional or otherwise invalid, provided that the state legislation, by its terms, is thereby rendered inoperative.

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Any such automatic termination shall be promptly confirmed by CSAC by written notice to the other parties.

In the event of any termination under this Section, the rights of CSAC and the Contractor to payment for services performed shall be as provided in Section 6, payment.

SECTION 4. SERVICES

The following group services shall be provided to the County during the term of this agreement. Except as otherwise specified, such services shall be coordinated and monitored by CSAC, and shall be performed by the Contractor. All services shall cover all county employees and claimants, including those funded by the State or the federal government.

A. Orientation and Start-up Services. These shall

include, but not be limited to:

- (1) An evaluation by the Contractor of the County's personnel practices under unemployment law and regulations, to be completed within forty-five (45) days after the effective date of this agreement.
- (2) Recommendations by the Contractor for improvements in hiring, termination and other procedures, to minimize future benefit charges, to be completed within sixty (60) days after the effective date of this agreement.
- (3) An introductory training seminar for County management and administrative personnel, conducted by the Contractor at a County facility or other convenient location. Topics to be covered shall include, but not be limited to:

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- History and concept of unemployment compensation.
- Unemployment law and regulations.
- Eligibility requirements.
- Interviewing process.
- Hiring, warning and termination procedures.
- Documentation requirements.
- What to do when contacted by the EDD.
- Serving as a witness at hearings.
- The Contractor's services and procedures.

These topics shall be treated in the context of the County's specific personnel circumstances and practices, with focus upon the evaluation and recommendations developed for the County. The seminar shall be conducted as soon as the County has reviewed such recommendations and, in consideration thereof, has adopted personnel procedures for the future.

- (4) Assistance to the County by both CSAC and the Contractor in evaluating the available options for funding of unemployment benefit costs, taking into account the County's employee separation experience, probable benefit liability and other specific circumstances.

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B. Continuing Training. After the introductory training seminar required under A.(3) above, the Contractor shall provide continuing training to the County throughout the term of this agreement, in the form of:

- (1) Visits to or other communications with County personnel, as needed, to inform them of changes in applicable law and regulations, of claims activity indicating a need for specific changes in procedures, or of other matters of a significant and urgent nature.
- (2) At least one training seminar per year, conducted at a County facility or other convenient location, which, like the introductory seminar,

shall be County-specific in nature. (In the first year, this seminar shall be supplemental to the introductory seminar.) Additional seminars shall be conducted upon request by the County, or upon determination of need by the Contractor.

- C. Claims Administration. Commencing January 1, 1978, the Contractor shall provide complete claims administration services to the County, including, but not limited to the following:

- (1) Provision of separation report forms to the County, assistance as needed in the completion of separation reports, receipt of completed reports from the County, and maintenance of the reports and related data for the full period of potential unemployment liability. Micro Fiched
- (2) Service as addressee of record, receiving base period notices (DE 1545 forms) directly from the EDD and initial claims (DE 1101 C forms) from the County. The Contractor shall furnish pre-addressed envelopes to the County for forwarding of the latter documents.
- (3) Response to all claims communications in the manner and to the extent necessary to secure the most favorable results for the County. Such response shall include: thorough review of each claim; timely protest of the claim, if a

reasonable basis for protest is found; and, if an adverse decision is received on a protested claim and a reasonable basis for appeal is found, timely appeal through all administrative review levels, including redetermination, administrative law judge hearing and appeals board hearing. As a condition to the foregoing, it is agreed that the County may at any time direct that a protest or appeal be dropped and the Contractor shall comply with such direction.

- (4) Audit of all EDD benefit charges to verify their correctness and challenge of incorrect charges by protest, appeal, or other necessary action.
- (5) Collection and maintenance of all records and data necessary to satisfactory performance of the above functions.
- (6) Provision of all relevant records and data to the County and other assistance to the County, as needed, should either the County or a claimant decide to challenge an appeals board ruling in court.

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D. Management Information Reports. Commencing January 1, 1978, the Contractor shall provide the following reports to the County and, as indicated, to CSAC, at the frequency specified.

- (1) Quarterly Claims Activity Report. To be

prepared by department, position, etc., in the format directed by the County. The report shall contain, for each claim:

- Name of claimant.
- Social Security Number.
- Department)
- Section) At County option.
- Job Number)
- Narrative reason for termination.
- Disposition of claim.

(2) Quarterly Claims Summary. This report shall contain:

- Total claims processed.
- Total not protestable.
- Total protestable.
- Estimated average weekly benefit amount.
- Estimated average duration of benefits.
- Estimated total potential charges of protestable claims.
- Number of decisions received on protestable claims (at all levels).
- Number of favorable hearing decisions.
- Number of adverse hearing decisions.
- Estimated savings resulting from favorable decisions (at all levels).

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A copy of each Quarterly Claims Summary shall be furnished to CSAC.

- (3) Annual Claims Summary. A cumulation of all information included in the Quarterly Claims Summaries, copy to CSAC.
- (4) Claims Decision Reports. A letter detailing any decision received from an administrative law judge or appeals board, to be issued as soon as the decision is received.
- (5) Annual Win/Loss Report. A report covering the Contractor's claims protest and appeal activity

by month, on behalf of all participating counties. Win/loss records at all levels of administrative review shall be detailed, analyzed and compared with EDD statewide win/loss statistics, in such manner as to permit measurement and evaluation of performance.

- (6) Notice of Claimants Available for Rehire. A report to the County of the names, Social Security Numbers, and, if available, addresses of claimants (former employees) who may be available for rehire, to be issued on a daily basis as such claimants become known.

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- (7) Verification of EDD Benefit Charges. This report shall include: an itemization of benefit charges by individual claimant, cumulative totals of such charges, copies of all protests of incorrect charges, and verification of the correctness of all unprotested charges. It shall be furnished quarterly if the County funds benefit costs under one of the reimbursement options and annually if the County uses the tax rate method of funding.

- (8) Monthly Newsletter. To be issued to each participating county, covering changes in unemployment law and regulations, precedent-making claims decisions, current questions received from counties and answers provided, and other matters of general interest.

- E. Inquiry Service. The Contractor shall promptly respond to inquiries received from the County concerning the

handling of a termination, the status or chargeability of a claim, or similar matters. If the inquiry is made by telephone call and cannot be answered during such call, it shall be answered by prompt return call. Calls may be placed to any California office of the Contractor. The County caller shall not be referred from one of the Contractor's offices to another. Rather, the person receiving the call shall gather information from other offices, as necessary, and relay it to the caller.

- F. Representational Service. Utilizing the management information reports described in D. above, CSAC shall develop and maintain a comprehensive data base on county experience and costs under unemployment law and regulations. From such base, CSAC shall:

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- (1) Monitor and assess the impact of proposed changes in law and regulations, and develop its own proposals for change when needed. The Contractor shall assist CSAC in analyzing such changes and proposals as requested.
- (2) Provide coordinating assistance to the County and other participating counties in dealings with the EDD and the California Department of Benefit Payments concerning changes in unemployment regulations.
- (3) Augment its legislative advocacy services in the unemployment field, at both the state and federal levels, such as to maintain a strong

position in that field and reduce the cost consequences of unemployment legislation to the maximum extent possible. However, such legislative services shall continue to be provided to all member counties of CSAC and shall not be charged to participating counties under this and like agreements.

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- G. Joint Reimbursement Fund Planning. The Contractor shall conduct a study of funding options available to member counties of CSAC for payment of employment benefit charges, utilizing data from counties representing each of CSAC's population categories: urban, suburban and rural. If, on the basis of this study, the CSAC Executive Committee decides to establish a joint county reimbursement fund as an alternative means of funding county benefit costs, the Contractor shall assist CSAC in determining an initial rate of contribution to the fund and shall provide other pertinent data, analysis and advice as requested. CSAC shall provide for proper investment and management of the fund, and shall then extend this funding option to the County and its other member counties by appropriate contractual arrangement. However, this agreement shall remain independent of any such arrangement, and shall continue in effect whether or not the joint reimbursement fund is established by CSAC and entered into by the County.
- H. CSAC Annual Report. At the end of each year during the

term of this agreement, commencing in December, 1978, CSAC shall prepare and issue to each participating county a comprehensive report on the conduct of the group services program during the year. Such report shall analyze and evaluate each service provided, utilizing data provided in the management information reports described in D. above to the extent applicable, and shall include recommendations for the future, including those developed by the advisory committee described in Section 7.

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SECTION 5. CONTRACTOR'S STAFF

During the term of this agreement, the Contractor shall maintain not less than two offices in California, one in the northern part of the state and one in the southern part. Each office shall be capable of providing all group services for which the Contractor is responsible to participating counties in its respective portion of the state.

The Contractor shall establish and maintain a separate CSAC Department within its organization to provide group services to participating counties. Each member of the Department shall be assigned primarily to the performance of such services. All members shall be experienced and qualified in their jobs. All non-clerical members shall be selected, to the extent reasonably possible, from existing employees of the Contractor. Any future replacements of such individuals shall be similarly selected.

The CSAC Department shall function under the direction

of a Program Coordinator, now designated as Mr. Jack Kelly. If the Contractor removes Mr. Kelly from that position, his successor shall be subject to advance written approval of CSAC, as shall any further successor to that position. Such approval shall not be unreasonably withheld.

The Contractor shall consult CSAC concerning the selection of the CSAC Department's Northern California and Southern California Service Representatives, and concerning any future replacement of either of these positions.

In augmentation of CSAC Department personnel, the Contractor shall make the following persons available for special assistance in implementing the group services program through December 31, 1977, and after that date as necessary:

Mr. Dennis Johnson as Program Director

Mr. David Crosby as Special Account
Representative

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Ms. Bonnie McKnight as Training Director

SECTION 6. PAYMENT

- A. Contractor's Fee. The Contractor shall receive no payment for services performed prior to January 1, 1978.

Commencing January 1, 1978, the County shall pay to the Contractor an annual fee for all services provided by the Contractor during the calendar year, computed at the rate of two dollars (\$2.00) per FTE in County employment as of January 1 of the respective year, provided that such rate shall be subject to adjustment as hereinafter provided.

By February 1 of each year, the County shall report

to the Contractor and to CSAC the number of FTE's in its employment as of January 1 of that year, based upon actual head count (not budgeted positions).

Payment shall be made quarterly, in arrears, upon submission of a billing by the Contractor confirming the FTE count upon which it is based and setting forth any necessary adjustments in prior billings; provided, however, that if CSAC establishes a joint county reimbursement fund for payment of unemployment benefit charges and if the County joins that fund, then, upon request by the County, the Contractor's fee may be paid by CSAC from the County's interest earnings on the fund, on the quarterly basis above prescribed.

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The Contractor may audit the County's employment and payroll records to verify FTE counts, and any error found shall be corrected in the next billing.

If, in any year, the total number of FTE's of all participating counties as of January 1 is determined by CSAC to exceed 150,000, the rate to be used in computing the Contractor's fee for that year shall be adjusted to one dollar and eighty cents (\$1.80) per FTE.

If this agreement is terminated pursuant to Section 3, 10, or 11, the County shall pay only that portion of the Contractor's fee representing services performed between January 1 of the respective year and the date of termination, calculated pro-rata at a daily rate.

B. CSAC Fees.

- (1) Start-Up Fee. To return the costs of CSAC's services in planning, developing, coordinating and monitoring the program of group services for participating counties from July 1, 1977 through June 30, 1978, the County shall pay to CSAC a start-up fee, due upon execution of this agreement, computed at the rate of twenty-five cents (\$0.25) per full-time county employee budgeted for fiscal year 1976-77 (including those funded by the State or the federal government), up to a maximum of 6,000 such full-time employees, provided that such fee shall not be less than three hundred dollars (\$300.00). If this agreement is terminated pursuant to Section 3, 10, or 11, CSAC shall return to the County that portion of such fee representing the County's proportionate share of any surplus of total fees collected from all participating counties over total CSAC costs.

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- (2) Continuing Service Fee. To return the costs of CSAC's services in coordinating and monitoring the program of group services on and after July 1, 1978, and in providing representational services as described in Section 4.F. (1) and (2) after that date, the County shall pay to CSAC a semi-annual fee, computed at a rate not to exceed twelve cents (\$0.12) per FTE in County employment as of January

1 of the respective year, as reported under A. above, up to a maximum of 6,000 such FTE's, provided that such fee shall not be less than one hundred and fifty dollars (\$150.00). The amount of such rate, which shall be the same for all participating counties, shall be determined by CSAC in June, 1978 for the period July 1 -- December 31, 1978, and shall be reetermined by CSAC semi-annually thereafter. Each such determination shall take account of and adjust for any surplus or deficit in CSAC fees previously collected from all participating counties (including start-up fees) relative to total CSAC costs. CSAC costs to be returned by the continuing service fee shall include such share of the following costs as may be properly allocated to the group services program on the basis of staff time expended: .

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- Salary, benefits and travel expenses for one full-time insurance coordinator.
- Salary and benefits for one part-time secretary.
- Rental of office space for the above personnel.
- Salary and benefits for one part-time bookkeeper.
- Fees and expenses for occasional consul-

ting, auditing or other professional assistance, where special need is established.

- Office supplies and postage.
- Printing and copying expense.
- General overhead.

Payment of the continuing service fee shall be made semi-annually, in advance, upon billing by CSAC, with the first payment being due July 31, 1978; provided, however, that if CSAC establishes a joint county reimbursement fund for payment of unemployment benefit charges and if the County joins that fund, then the continuing service fee may be deducted by CSAC from the County's interest earnings on the fund, on the semi-annual basis above prescribed.

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If this agreement is terminated pursuant to Section 3, 10, or 11 after July 1, 1978, the County shall pay only that portion of its continuing service fee representing services performed through the date of termination, calculated pro-rata at a daily rate. Any balance of the fee paid by the County shall be returned by CSAC.

SECTION 7. CONTRACT REPRESENTATIVES AND ADVISORY COMMITTEE

The CSAC Executive Director shall represent CSAC under

this agreement, and make all determinations and decisions required of CSAC hereunder. The Executive Director shall be assisted by the CSAC Insurance Coordinator, who shall be responsible for day-to-day administration of this agreement, and for liaison with the Contractor, the County and other participating counties.

The Contractor's Program Director shall represent the Contractor under this agreement.

The County's Personnel Director shall represent the County under this agreement.

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As soon as possible after January 1, 1978, and annually thereafter, the President of CSAC shall appoint an advisory committee of officials from participating counties to periodically review operations under the group services program and to develop recommendations for improvement. Such committee shall be chaired by a county supervisor and shall include one or more representatives nominated by each of the following organizations: The County Administrative Officers Association, the County Personnel Administrators Association, the County Auditors Association, and the County Counsels Association.

SECTION 8. RECORDS

The Contractor shall retain at one or more of its California offices all records pertaining to this agreement, including those required under Section 4.C. (5), throughout the term of this agreement, and shall permit the CSAC Insurance Coordinator, members of the CSAC advisory committee

and other authorized CSAC representatives reasonable access to such records, during normal business hours, for purposes of inspection and audit. Upon termination of this agreement, the Contractor shall promptly deliver to the County all records required under Section 4.C. (5) which are requested by the County. Should this agreement be renewed, the parties shall review and redetermine record retention requirements.

SECTION 9. NOTICES

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All notices, billings, payments and other formal communications required under this agreement shall be sent to the receiving party at the address below, or at such other address as that party may designate by written notice to the others.

County Supervisors Association
of California
Suite 201
Eleventh & L Building
Sacramento CA 95814

Reed, Roberts Associates, Inc.
Suite 600
9911 West Pico Boulevard
Los Angeles, CA 90035

County of YOLO
BOARD OF SUPERVISORS
P. O. Box 1098
Woodland, California 95695

SECTION 10. DEFAULT BY CONTRACTOR

If the Contractor defaults in the performance of its obligations hereunder, the County may terminate this agreement by not less than five (5) days' written notice to the Contractor and CSAC. In such event, the Contractor and CSAC shall be paid for services performed as provided in Section 6, Payment; provided, however, that each of

the parties shall retain all rights and remedies it may have as a result of such default or of such termination. CSAC shall in no way be liable for any such default of the Contractor or termination by the County.

The County's failure to exercise its rights under this section upon a default by the Contractor shall not constitute a waiver of such rights, which may be exercised at any subsequent time.

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SECTION 11. DEFAULT BY CSAC

If CSAC defaults in the performance of its obligations hereunder, the County may terminate this agreement by not less than five (5) days' written notice to CSAC and the Contractor. In such event, CSAC and the Contractor shall be paid for services performed as provided in Section 6, Payment; provided, however, that each of the parties shall retain all rights and remedies it may have as a result of such default or of such termination, subject to the following paragraph. The Contractor shall in no way be liable for any such default of CSAC.

In recognition of CSAC's position as nonprofit coordinator of the group services program, it is agreed that CSAC's liability to the County in the event of default shall not include indirect or consequential damages, and shall not under any circumstances exceed the total amount of CSAC charges for services performed to the time of default. It is agreed further that CSAC shall not be liable to the Contractor for termination of this agreement pursuant to this section.

The County's failure to exercise its rights under this section upon a default by CSAC shall not constitute a waiver of such rights, which may be exercised at any subsequent time.

Section 12. OPTION TO RENEW

If, prior to the expiration of this agreement and like agreements with other participating counties, the CSAC Executive Committee decides to continue a program of group services for participating counties, the County shall have the right to renew this agreement for a period of three years following its expiration date, by written notice to CSAC and the Contractor at least thirty (30) days in advance of such date. Renewal shall be on the same terms and conditions as govern provision of services under this agreement after July 1, 1978, insofar as they are then applicable, except that the Contractor may increase the rate of payment to be used in computing its annual fee by an amount not to exceed ten percent (10%) of the rate in effect during the last year of this agreement.

Micro Fiched

SECTION 13. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless CSAC and the County and their officers, agents and employees from any claim or liability for injury, damage, or other loss to persons or property arising from or in any way connected with the performance of services by the Contractor or the activities of its officers, agents and employees under this agreement. The Contractor further agrees to maintain such insurance as will fully protect it and the other parties from any such claim or liability under this agreement. As a condition to execution of this

agreement and like agreements with other participating counties, the Contractor shall furnish to CSAC certificates of workers' compensation and liability insurance, the latter showing coverage of not less than \$1 million combined single limits. Each certificate shall provide for thirty (30) days' notice to CSAC of policy cancellation.

SECTION 14. ASSIGNMENT

Except as hereinafter provided, a party may not delegate its duties or assign its rights under this agreement, either in whole or in part, without the prior written consent of the other parties.

Micro Fiched

It is agreed that the County may in the future enter into a joint powers agreement with other participating counties authorizing an entity other than CSAC to coordinate and monitor the program of group services to them, in which case CSAC may delegate and assign some or all of its duties and rights hereunder to that entity, subject only to advance written notice to the County and the Contractor.

SECTION 15. RELATIONSHIP OF CONTRACTOR

The Contractor is an independent contractor for all purposes under this agreement and shall be fully responsible for the manner and means of performing the services required of it hereunder. No officer or employee of the Contractor shall in any way be considered an employee of the County or CSAC.

SECTION 16. COMPLIANCE WITH CIVIL RIGHTS ACT

CSAC and the Contractor shall comply with the Civil Rights Act of 1964 in the performance of this agreement, and shall make no distinction on the ground of race, color, national origin, sex, age, religion, or handicap, either in providing

services hereunder or in employment practices.

SECTION 17. GOVERNING LAW

This agreement shall be governed by the laws of the State of California. It constitutes the entire agreement of the parties regarding its subject matter, and supersedes any and all other agreements of the parties, oral or in writing, with respect to its subject matter. If any provision of this agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

Micro Fiched.

Executed at Sacramento, California, as of the day and year first above written.

County Supervisors Association of California

By *Richard H. With*

Title *Executive Director*

Reed, Roberts Associates, Inc.

By *Edward J. Reed*

Title *Vice President*

County of YOLO

By *Arthur H. Edmunds*

Title CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

- 26 -

By *Robert A. Best*
DEPUTY COUNTY COUNSEL

RECEIVED

AMENDMENT
OF
AGREEMENT FOR UNEMPLOYMENT COMPENSATION
SERVICES

JUL 1 1978

LAURENCE P. HENIGAN, Clerk of California ("CSAC"), Reed, Roberts
Associates, Inc. ("Contractor"), and
By _____ the County of YOLO ("County"),
Deputy

dated January 1, 1978

1. Section 18 is added to the agreement to read as follows:

SECTION 18. DEPENDENT DISTRICTS AND SERVICE AREAS

Micro Fiched

For purposes of this section, a dependent district or service area shall mean a special district or county service area within the County which is governed by the County's board of supervisors, provided that such district or service area operates under the County's personnel system, or, if not, that it operates substantially in conformance with the County's personnel system with regard to all practices and procedures bearing upon unemployment liability.

The County may request that CSAC and the Contractor provide group services under this agreement for employees and claimants of designated dependent districts and service areas, by submitting written notice of such election to the other parties on or before February 1, 1978. Such notice shall name those dependent districts and service areas covered by the request for services. A copy of such notice shall be attached to this agreement as Exhibit A and shall by this reference be incorporated herein.

Upon receipt of such notice, CSAC and the Contractor shall provide group services for employees and claimants of all dependent districts and service areas designated therein, subject to the following conditions:

- (1) Any such district or service area shall be considered an integral part of the County for purposes of personnel practices evaluation, training seminars and all other group services, and as such, shall not require separate treatment in the provision of such services. Micro Fiched
- (2) Any such district or service area shall be represented by the County for all purposes under this agreement.
- (3) As of the effective date of this agreement, all employees of any such district or service area shall be considered county employees for purposes of the definition of "FTE" in Section 1 of this agreement, and for purposes of all payment provisions of Section 6.A., Contractor's Fee, and Section 6.B., CSAC Fees.

The County may add to Exhibit A, by written notice to the other parties, any dependent district or service area organized after February 1, 1978, or, lacking an Exhibit A, may make such district or service area the subject of an original request for services. Upon receipt of such notice or request, CSAC and the Contractor shall provide group services for employees and claim-

ants of the newly organized district or service area, subject to the conditions stated in (1), (2) and (3) above, except that employees of the district or service area shall not be included in FTE counts until the next succeeding January 1.

It is understood that this section is an addition to the original terms and conditions of agreement presented to the County and other participating counties; that it is being promulgated prior to the time that all participating counties have entered into contracts; and that therefore, in accordance with Section 2 of this agreement, it shall not be effective until approved by all participating counties which have executed or authorized a contract as of December 20, 1977, such approval to be confirmed by CSAC by written notice to the other parties. Micro Fiched

2. Except as amended herein, all provisions of the agreement remain in full force and effect.

Executed at WOODLAND, California, this
10th day of January, 1978.

Approved as to Form
Dated _____
County Counsel
of Yolo County

County Supervisors Association of California

By [Signature]
Executive Director

Reed, Roberts Associates, Inc.

By [Signature]
Title Chief President

County of YOLO

By [Signature]
Title CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

COMMUNITY BOOK

FINDING APPROVAL UNDER TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (Public Law 93-383)

1. NAME OF APPLICANT COUNTY OF YOLO AND CITIES OF DAVIS, WINTERS AND WOODLAND OPERATING UNDER JOINT POWERS AGREEMENT	2. APPLICATION/GRANT NO. B-77-DS-06-0005
3. APPLICANT'S ADDRESS (Include Street, City, County, State and Zip Code) County of Yolo County Courthouse Room 202 Woodland, Calif. 95695	4. DATE OF APPLICATION February 2, 1977
	5. DATE OF HUD RECEIPT OF APPLICATION August 9, 1977
	6. ☒ Original Funding Approval ☐ Amendment, Amendment No. _____

Micro Fiched

(Check only one)

- a. ☐ Metropolitan Entitlement (Sec. 106)
b. ☒ Metropolitan Discretionary (Sec. 106)

(1) Sacramento, SMSA, State of California
(SMSA Name)

- c. ☐ Non-Metropolitan Entitlement (Sec. 106)
d. ☐ Non-Metropolitan Discretionary (Sec. 106)
e. ☐ Secretary's Discretionary (Sec. 107)
f. ☐ Urgent Needs Fund (Sec. 103(b))

FILED

JAN 12 1978

LAURENCE P. HENIGAN, Clerk
PETE E. LUCAS

8. AMOUNT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS APPROVED By _____ Deputy _____

a. Amount of CDBG Funds Currently Reserved for this Applicant. \$ 329,800

b. Amount of CDBG Funds Now Being Approved for this Applicant \$ 329,800

c. Amount of Reservation to be Cancelled (Line 8a minus 8b) \$ -0-

HUD ACCOUNTING USE ONLY

BATCH		TAC		PROGRAM	Y	A	REG	AREA	DOCUMENT NO	PROJECT NUMBER				- 5	
1 2		1 5 3		3 4	12	13	14	15	7 0 8 2	16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00				5	
CATEGORY		AMOUNT 1				EFFECTIVE DATE				F	AMOUNT 2				SCHEDULE NO.
1 2 3 4 5 6 7 8 9 00		1 2 3 4 5 6 7 8 9 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00				1 2 3 4 5 6 7 8 9 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00				F	1 2 3 4 5 6 7 8 9 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00				1 2 3 4 5 6 7 8 9 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00

a. Grant Amount Budgeted by Locality for Repayment of Urban Renewal Loans	\$	-0-
b. Grant Amount Reserved for Guarantee of Loans for Acquisition of Property (Sec. 108(b))	\$	-0-
c. Grant Amount Deducted by HUD to Settle Outstanding Urban Renewal Loans (Sec. 112(a)(1))	\$	-0-
d. Sum of lines 9a, 9b, and 9c	\$	-0-
e. Amount of Approved CDBG Available for Disbursement (Line 8b minus 9d)	\$	329,800

INSTRUCTIONS

BLOCK NO.

1. Enter the Applicant's name as shown in Item 4 of Standard Form 424.
2. Enter the number shown in Item 30 of Standard Form 424.
3. Enter the Applicant's complete address as shown in Item 4 of Standard Form 424.
4. Enter the date of application or amendatory shown in Item 23 of Standard Form 424.
5. Enter the month, day and year that the application or amendatory was received, provided that it was judged to be complete, and the 75 day period was started in accordance with 24 CFR 570.306. If the application was incomplete, enter the date that the additions which made it complete were received. Complete only when 7a or 7c is checked.
6. Check the appropriate box. Check "Original Funding Approval" for the first funding approval form executed under the grant number shown in Block No. 2. Check "Amendment" for subsequent funding approval forms executed under the same grant number. Number amendments under the same grant number consecutively, starting with "1."
7. Check the appropriate box. If box 7b is checked, complete line 7b (1).
8. The amounts entered in this block shall pertain only to funds appropriated for CD Block Grants. They shall not include amounts pertaining to surplus urban renewal funds, which are handled separately in Block No. 10.
 - a. Enter the amount of CDBG funds currently reserved for this Applicant under the grant number shown in Block No. 2. If amendment, enter the amount of CDBG funds which have been reserved since the completion of the previous Funding Approval form.

Micro Fiched b.

- b. Enter the amount of CDBG funds now being approved for this Applicant. If amendment, enter only the increase (+) or decrease (—) in the amount of CDBG funds approved for use by this Applicant under the grant number shown in Block No. 2.
- c. Subtract the amount on line 8b from the amount on line 8a and enter the difference on this line.
9. The amounts entered in this block shall pertain only to the distribution of the grant amount approved on line 8b.
 - a. Enter the amount voluntarily budgeted by the locality for repayment of urban renewal loans. (Obtain this figure from supporting schedule for line 11 of Form HUD-7015.5, Community Development Budget.) Attach schedule indicating the following for each loan: Project Number: _____
Amount of CDBG funds budgeted for loan repayment: _____
 - b. Enter the amount shown on line 4 of Item F of approved Form HUD-7015.6, Application for Community Development Loan Guarantee, if applicable.
 - c. Enter the amount deducted by HUD pursuant to 24 CFR 570.802 to be used for repayment of urban renewal loans. Attach schedule, indicating the following for each loan:
Project Number: _____
Amount of CDBG funds to be applied to loan repayment: \$ _____
 - d. Add the amounts on lines 9a, 9b, and 9c and enter the sum on this line.
 - e. Subtract the amount on line 9d from the amount on line 8b and enter the difference on this line. This is the amount of CDBG funds made available by this Funding Approval form for disbursement through the grant payment system (e.g., letter of credit).

10. Complete only if surplus grant funds remained after the financial settlement of urban renewal and/or NDI project(s), and those funds have been reassigned to this Applicant. Reference: 24 CFR 570.801.
- Enter the amount of surplus U. R. funds reserved for this Applicant. Verify this amount with the Regional Accounting Division. On the first Funding Approval form in which this block is completed, enter the total amount of surplus U. R. funds reserved for this Applicant via Form HUD-718. On subsequent Funding Approval forms, whether original or amendment, enter the balance of surplus U. R. funds available for future use, as shown on line 10c of the previous Funding Approval form, plus any additional amount of surplus U. R. funds reserved for this Applicant via Form(s) HUD-718.
 - Enter the amount of surplus U. R. funds now being approved for use by this Applicant. This amount will be disbursed through the grant payment system being used for CDBG funds (e. g., letter of credit). If a letter of credit is being used to disburse CDBG funds, the same letter of credit will be used to disburse surplus U. R. funds.
 - Subtract the amount on line 10b from the amount on line 10a and enter the difference on this line.
11. a. Column (2). Enter the amount of CDBG funds now being approved for use by the Applicant identified in Block No. 1. Micro Fiched
- Column (3). Enter the amount of surplus U. R. funds now being approved for use by the Applicant identified in Block No. 1.
- Complete only when there is a legal incapacity on the part of the Applicant identified in Block No. 1, concurred in by HUD, to contract for all of the approved grant assistance. Reference: 24 CFR 570.500.
- Column (1). Enter the name and complete address (Street, City, County, State and Zip Code) of the recipient, other than the Applicant, of approved grant funds. Any grant recipient identified in this block must execute the grant agreement, authorized by this Funding Approval, as a party thereto.
- Column (2). Enter the amount of CDBG funds now being approved for use by the recipient other than the Applicant.
- Column (3). Enter the amount of surplus U. R. funds now being approved for use by the recipient other than the Applicant.
- Complete only when line 11b is completed.
- Column (2). Enter the sum of lines 11a (2) and 11b (2). The total must equal the amount shown on line 8b.
- Column (3). Enter the sum of lines 11a (3) and 11b (3). The total must equal the amount shown on line 10b.
12. Enter the amount shown on line 6 of Item F of approved HUD-7015.6, Application for Community Development Loan Guarantee, if applicable.
13. Check the appropriate box. Check 13b only when there is a legal incapacity on the part of the Applicant identified in Block No. 1, concurred in by HUD, to contract for the approved loan guarantee assistance. Reference: 24 CFR 570.700. Enter the name and complete address (Street, City, County, State and Zip Code) of the loan guarantee recipient. Any loan guarantee recipient identified in this block must execute the grant agreement, authorized by this Funding Approval, as a party thereto.
- 14-20. Complete applicable sections.

Acceptance Provisions.

Transmit to the recipient either the Acceptance Provisions (for a single recipient) or the Alternate Acceptance Provisions (for multiple recipients), as applicable.

10. AMOUNT OF SURPLUS URBAN RENEWAL FUNDS APPROVED AND BALANCE AVAILABLE (Sec. 112(b))

a. Amount of Surplus U.R. Funds Reserved for this Applicant: \$ -0-

b. Amount of Surplus U.R. Funds Now Being Approved \$ -0-

c. Balance of Surplus U.R. Funds Available for Future Use (Line 10a minus 10b) \$ -0-

HUD ACCOUNTING USE ONLY

BATCH 1	TAC 153 176 2	PROGRAM 9	Y 12	A 13	REG 14	AREA 16	DOCUMENT NO. 7082 18	PROJECT NUMBER 23 30 35
CATEGORY 36	AMOUNT 1 41 45 50	EFFECTIVE DATE 54	F 60	AMOUNT 2 61 65 70	SCHEDULE NO. 74 79			

11. RECIPIENTS OF APPROVED GRANT AMOUNTS

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IDENTIFICATION OF RECIPIENTS	APPROVED COMMUNITY DEVELOPMENT BLOCK GRANT	APPROVED SURPLUS URBAN RENEWAL FUNDS
(1)	(2)	(3)
a. Applicant Identified in Block No. 1	\$ 329,800	\$
b. Name and Address of Recipient Other Than Applicant (Include Street, City, County, State and Zip Code)	\$	\$
c. Total	\$	\$

12. AMOUNT OF LOAN GUARANTEE NOW BEING APPROVED (Sec. 108(b)) NONE \$

13. RECIPIENT OF LOAN GUARANTEE

(Check only one)

- a. ☐ Applicant Identified in Block No. 1
- b. ☐ Recipient Other Than Applicant (Name and Address)

N/A

14. Waiver of Certain Application Requirements for Section 106 Grants

- ☐ The application requirements of Sec. 104 (a) (1), (2) and (3) are waived pursuant to Sec. 104 (b) (3), except as indicated below:

1

N/A

15. Determination Regarding Particularly Urgent Needs to be Met by Proposed Activities

- ☐ HUD has determined that the activities described in the application as supporting community development needs having a particular urgency, as specifically described in the application, are designed to meet such needs.

1

16. Environmental Review Actions

- (a) ☐ The Applicant lacks legal capacity to assume environmental responsibilities under Sec. 104 (h). HUD has prepared and circulated a final Environmental Impact Statement on the application.

1

- (b) ☒ The Applicant has legal capacity to assume environmental responsibilities under Sec. 104 (h) and has submitted requests for release of funds and certifications approved by HUD under Sec. 104 (h) (2) for all projects except those listed under Item 17 (a) hereof and the following exempt activities:

2

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17. Conditional Approvals on Use of Funds

The obligation or utilization of funds for the activities shown below, except for the reasonable administrative costs related to the planning and execution of the projects listed in subsection (a), is prohibited without the further express written authorization of HUD.

- (a) Projects requiring HUD environmental approval under Sec. 104 (h) (2):

BRYTE

Rehabilitation
Storm Drains/Street Improvements

City of Woodland

Rehabilitation

- (b) Sec. 105 (a) (8) public services determined necessary or appropriate for which other Federal assistance may be available

N/A

- (c) Sec. 105 (a) (2) flood or drainage facilities for which other Federal assistance may be available:

NONE

- (d) Any activities within the preceding categories which will be undertaken as a result of program amendments, or as unspecified local option activities.
- (e) Activities affected by failure to comply with applicable HUD regulations or law: (The specific regulation or law with respect to each activity listed, and the corrective actions required to remove the conditional approval, are cited as Special Conditions in Item 20.)

NONE

Micro Fished

18. Ineligible Activities Reducing Section 106 Grant Entitlement

- ☐ Application for funding of the following proposed activities, determined by HUD to be ineligible under Title I of the Act, is disapproved and the Applicant's Sec. 106 grant entitlement has been reduced in the amount shown below:

Proposed Activity

Amount

N/A

Total:

19. Grant or Loan Guarantee Recipient Other than Applicant

- ☐ The grant and/or loan guarantee approved for any recipient other than the Applicant, as shown in Items 11.b. and/or 13.b., is for the following projects or activities:

Name of Recipient

Project or Activity

Amount

N/A

NONE

Micro Fiched

☐ Check if continued on extra sheet and attach.

The funding approval indicated above for utilization of the assistance provided thereunder in accordance with the approved application, subject to the requirements of Title I of the Housing and Community Development Act of 1974 (P. L. 93-383) and the Department of Housing and Urban Development's rules and regulations, and the execution of a Grant Agreement in accordance therewith, is hereby authorized for the program year beginning on DEC 23 1977.

Date: 12/16/77

Secretary of Housing and Urban Development

By: MR Schenck
(Signature)

Deputy AREA DIRECTOR
(Title)

Date Applicant notified that funding has been authorized: _____

DEC 23 1977

ACCEPTANCE PROVISIONS

The Grant Agreement, authorized by the Department of Housing and Urban Development on DEC 16 1977
under the Funding Approval for application/grant no. B-77-DS-06-0005, is hereby accepted by the
Applicant as Grantee under the Agreement and the Grantee agrees to comply with the terms and conditions of the
Agreement, applicable law, regulations and all requirements of HUD, now or hereafter in effect, pertaining to the assistance
provided.

COUNTY OF YOLO

(Name of Applicant/Grantee)

By: Arthur H. Edwards
(Signature of Authorized Official)

Micro Fiched

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Title:

Date: 1/10/78

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By: Charles R. Mack
DEPUTY COUNTY COUNSEL

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
GRANT AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Upon execution of the Acceptance Provisions of this Grant Agreement, the Department of Housing and Urban Development (HUD) agrees to provide to the Grantee the Federal assistance under Title I of the Micro Fiched Housing and Community Development Act of 1974 (P.L. 93-383) authorized by the Funding Approval identified therein, subject to the terms and conditions of this Grant Agreement, applicable law, regulations and all other requirements of HUD now or hereafter in effect. The Grant Agreement is effective with respect to such assistance as of the date the acceptance is executed and consists of each Funding Approval and acceptance hereto attached, together with the HUD approved application specified therein, including any Assurances, certifications, maps, schedules or other submissions made with respect thereto, the HUD Community Development Block Grant Regulations at 24 CFR Part 570 and the following General Terms and Conditions:

1. Definitions: Except to the extent modified or supplemented by the Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974 or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein.

2.

(a) Agreement means this Grant Agreement, as described above and any amendments or supplements thereto.

(b) Applicant means the entity designated as such in the Funding Approval.

(c) Grantee means each entity designated as a recipient for grant or loan guarantee assistance in the Funding Approval and signing the acceptance provisions as Grantee under the Agreement.

(d) Assurances, when capitalized, means the certifications and assurances submitted with grant applications pursuant to the requirements of 24 CFR Part 570.

Micro Fiched

(e) Assistance provided under this Agreement means the grants and any loans secured by loan guarantees provided under this Agreement.

(f) Program means the community development program, project, or other activities, including the administration thereof, with respect to which assistance is being provided under this Agreement.

2. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:

This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

3.

The Grantee shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the section 3 clause set forth in 24 CFR 135.20(b).

The Grantee shall provide such copies of 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the section 3 clause.

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3. Flood Disaster Protection:

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area

4.

identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

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4. Equal Employment Opportunity:

(a) Activities and contracts not subject to Executive Order 11246, as amended. In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall

5.

post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Grantee shall incorporate the foregoing requirements of this paragraph (a) in all of its contracts for program work, except contracts governed by paragraph (b) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

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(b) Contracts subject to Executive Order 11246, as amended. Such contracts shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130 applicable to HUD assisted construction contracts.

The Grantee shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure

that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and

7.

relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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The Grantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Grantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Grantee agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

9.

The Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts *Micro Fiched* and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the Grantee agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Grantee under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Grantee; and refer the case to the Department of Justice for appropriate legal proceedings;

5. Lead-Based Paint Hazards:

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the

10.

provisions for the elimination of lead-base paint hazards under sub-part B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under section 35.14(f) thereof.

6. Compliance with Air and Water Acts:

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

Micro Fiched

In compliance with said regulations, the Grantee shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

(1) A stipulation by the contractor of subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42USC 1857c-8) and section 308 of the Federal Water Pollution Control Act, as amended, (33USC 1318) relating to inspection, monitoring, entry, reports, and information,

11.

as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.

(4) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

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In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

7. Federal Labor Standards Provisions:

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Grantee and all contractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agree-

12.

ment, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher rates. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5.

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No award of the contracts covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

8. Nondiscrimination Under Title VI of the Civil Rights Act of 1964

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for

13.

such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenant. The Grantee, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

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9. Obligations of Grantee with Respect to Certain Third Party Relationships:

The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Grantee. Any Grantee which is not the Applicant, shall comply with all lawful requirements of the Applicant necessary to insure that the program with respect to which assistance is being provided under this Agreement to the Grantee is carried out in accordance with the Applicant's Assurances and certifications, including those with respect to the assumption of environmental responsibilities of the Applicant under section 104(h) of the Housing and Community Development Act of 1974.

10. Interest of Certain Federal Officials:

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of

14.

this Agreement or to any benefit to arise from the same.

11. Interest of Members, Officers, or Employees of Grantee,
Members of Local Governing Body, or Other Public Officials:

No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

12. Prohibition Against Payments of Bonus or Commission:

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical,

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consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

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FILED

JAN 13 1978

MASTER AGREEMENT

YOLO COUNTY AGREEMENT NO. 78-6

LAURENCE P. HENIGAN, Clerk

By *Debra E. Conley*
Deputy

By *B2*

Deputy County Counsel

THIS AGREEMENT, made and entered into this 15th day of November, 1977

by and between the COUNTY OF ALAMEDA, hereinafter referred to as "County" and

Yolo County, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, pursuant to Welfare and Institutions Code Section 900, the Board of Supervisors of each county is authorized to establish a maximum amount which the court may order a county to pay for the support and maintenance for wards or dependent children;

WHEREAS, the counties desire to retain a single consultant to assist, advise, and coordinate them in formulating proper rates for private and group homes or institutions for the placement of wards or dependent children; Micro Fiched

WHEREAS, the purposes of this Agreement are to facilitate the proper determination of rates for such homes, to promote uniformity of procedures relating to such rates, to facilitate the convenience and compliance of the operators of such homes in applying for rates or rate increases, and to avoid duplication of effort on the part of the counties;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I

County shall retain an independent contractor (hereinafter referred to as ("Consultant")) to provide to the parties hereto the services enumerated in Exhibit "A" attached hereto and incorporated herein.

II

County shall provide all necessary equipment, supplies and office space to Consultant.

III

The total funds expended by County under this Agreement shall not exceed the funds budgeted according to Exhibit "B" attached hereto and incorporated herein.

IV

The parties hereto and additional counties signatory to an identical Agreement shall all share in said expenditures based upon the ratio of their respective populations to the total population of the participating counties as indicated on Exhibit "C" attached hereto and incorporated herein.

V

Contractor shall pay to County quarterly, in advance, their pro-rata share of the funds budgeted in Exhibit "B" upon receipt of invoice prepared by the Auditor of Alameda County. Subsequent adjustments in the amounts payable shall be made so that the respective counties pay no more than the actual cost of the program.

VI

No payment shall be made to Consultant unless and until the Chief Probation Officer of Alameda County reviews and approves the performance of the Consultant.

VII

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The Consultant Agreement shall be substantially in the form of Exhibit "D" attached hereto and incorporated herein.

VIII

This Agreement shall be incorporated into the Consultant Agreement as a limitation thereon.

IX

The term of this Agreement shall commence upon the day first above written and shall terminate June 30, 1978.

X

This Agreement can be amended only by written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF ALAMEDA

By

Charles R. Mack

Chairman of the Board of Supervisors
of the County of Alameda, State of
California

"County"

Approved as to form: RICHARD J. MOORE,
County Counsel

By

Deputy County Counsel

Arthur H. ...

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

"Contractor"

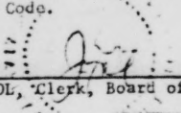
APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By

...
COUNTY COUNSEL

AFFIDAVIT

I, Jack K. Pool, Clerk, Board of Supervisors, Alameda County, do hereby certify under penalty of perjury that a copy of the attached document has been delivered to the Chairman, Alameda County Board of Supervisors, as provided in Section 25103 of the Government Code.



JACK K. POOL, Clerk, Board of Supervisors

Dated: _____

NOV 15 1977

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EXHIBIT "A"

The Consultant shall:

1. Serve as the Coordinator between the contracting counties' placement activities and the private/group homes/institutions with regard to the budgeting and rate setting process.
2. Assist the counties in the design of the 1978-79 budget questionnaire.
3. Assist the counties in developing a budget submission and review timetable.
4. Prepare a cover letter regarding the budget process and guidelines, prepare timetable as well as questionnaire instructions in a packet to be mailed to the private vendors by the 15th of December.
5. Handle all telephone inquiries regarding No. 4, above. Micro Fiched
6. Meet wherever necessary with the private vendors and/or county representatives regarding No. 4, above.
7. Review all budgets as they arrive. If budgets are incomplete, follow up with the private vendors to ensure completeness. Review and verify math on the requests. Set up budget folders for each facility which would include current year request and all previous records regarding past years' requests.
8. Work with the Bay Area Placement Committee, the Probation Business Managers Association, and the Welfare Business Manager personnel to create review teams, establish review criteria, assign budgets to review teams, and schedule review team meetings. Monitor the review process ensuring that all teams are consistent in their reviews as well as meet their deadlines providing all necessary coordination and liaison to ensure successful conclusion of the negotiation process.
9. Schedule appeal hearings between vendor and appeal team.
10. Schedule appeals, if necessary, between vendors and the BAPC Joint Steering Committee.
11. Prepare final list of approved rates and distribute to all participating counties by June 15 of each year.
12. Notify all vendors in writing of agreed rate.
13. Monitor the Los Angeles institution rate setting process, meeting, if necessary, with Los Angeles personnel, and publish and distribute to all participating counties the Los Angeles rates for all programs within Los Angeles County.
14. On all brand new programs or existing programs which miss the deadlines scheduled in No. 4, schedule a separate review process similar to the process outlined above, which may not coincide with the date in No. 11, above.

EXHIBIT "A"

EXHIBIT "B"

BAPC Coordinator Budget1977-78PERSONNEL SERVICES

Director	\$ 11,327
Secretary/Clerk	5,514
Payroll tax	985

Total Personnel Services

17,826

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TRAVEL

Mileage	600
Meals, Parking, Lodging	300

Total Travel

900

SUPPLIES & OPERATING EXPENSE

Office Supplies, Postage, etc.	660
Telephone & Telegraph	600
Copier Rental \$200/mo.	1,200

Total Supplies & Operating Expense

2,460

GRAND TOTAL

\$ 21,186

EXHIBIT "C"

<u>County</u>	<u>Population</u>	<u>Half-Time Costs</u>
Alameda	1,094,300	\$ 3,563
Contra Costa	597,500	1,947
Marin	219,600	716
Mendocino	59,300	193
Monterey	276,200	900
Napa	91,700	299
Sacramento	702,900	2,290
San Francisco	665,000	2,168
San Joaquin	302,200	985
San Mateo	582,700	1,898
Santa Clara	1,197,100	3,900
Santa Cruz	162,700	530
Solano	194,600	634
Sonoma	252,500	822
Yolo	104,700	341
		\$ 21,186

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EXHIBIT "D"

CONSULTANT AGREEMENT

1. Parties. Effective December 1, 1977, the COUNTY OF ALAMEDA, hereinafter referred to as "County", and _____, hereinafter referred to as "Consultant", mutually agree as follows:

2. Purpose. The County requires, and the Consultant is specially trained and experienced and competent to perform for all participating counties, the consultant services enumerated in and in accordance with the Master Agreement attached hereto, marked Exhibit "A", and by this reference made a part hereof. Micro Fiched

3. Services. The Consultant shall render these services at the times and places specified by the Chief Probation Officer of Alameda County.

4. Payment for Services. Consultant shall be paid for his services not more than the amounts allowed for personnel services and travel detailed in the budget of the Master Agreement.

Consultant shall submit to the Chief Probation Officer of Alameda County not less than monthly, a statement in a form approved by said Chief Probation Officer indicating in detail services performed under this Agreement and the dates and hours thereof.

Upon approval of said statement by the Chief Probation Officer of Alameda County, County shall pay Consultant the demand submitted.

5. Term. This Agreement commences on the date first above written and shall terminate June 30, 1978 and it may be cancelled by mutual consent or by either party giving five working days' advance written notice thereof to the other.

6. Status. The Consultant is an independent contractor and is not to be considered an employee of County or of the participating counties.

7. Indemnification. Consultant shall defend, save, indemnify and hold harmless the County, and participating counties, and their officers and employees from any and all liability for any damages arising from or connected with the services provided hereunder.

COUNTY OF ALAMEDA

Micro Fiched

By

Chairman of the Board of
Supervisors of the County of
Alameda, State of California

"County"

"Consultant"

EXHIBIT "D"

Page 2

NOV 15 1977

THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

On motion of Supervisor....., Seconded by Supervisor.....
and approved by the following vote,
Ayes: Supervisors.....
Noes: Supervisors.....
Excused or Absent: Supervisors.....

THE FOLLOWING RESOLUTION WAS ADOPTED:

NUMBER 175495

EXECUTE MASTER AGREEMENT

Micro Fiched

BE IT RESOLVED that Charles Santana, Chairman of the Board of Supervisors of the County of Alameda, be and he is hereby authorized and directed to execute on behalf of the County of Alameda that certain Master Agreement by and between the County of Alameda and the COUNTY OF YOLO, providing for BAPC (Bay Area Placement Contracts) consultant services, covering the period December 1, 1977 to June 30, 1978.

I CERTIFY THAT THE FOREGOING IS A COR-
RECT COPY OF A RESOLUTION ADOPTED BY
THE BOARD OF SUPERVISORS, ALAMEDA

COUNTY, CALIFORNIA NOV 15 1977

ATTEST: NOV 15 1977

JACK K. POOL, CLERK OF
THE BOARD OF SUPERVISORS

By: *C. Santana*

FILED
JAN 12 1978
LAURENCE P. HENIGAN, Clerk
By *[Signature]* Deputy

1 AGREEMENT NO. 78-7

2 (Memorandum of Understanding)

3 THIS MEMORANDUM OF UNDERSTANDING entered into this 10th day
4 of January, 1978, by and between the County of Yolo, a political
5 subdivision of the State of California, hereinafter referred to
6 as COUNTY, and Yolo County Deputy Sheriff's Association, hereinafter
7 referred to as ASSOCIATION.

8 ARTICLE I

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9 SALARY

10 COUNTY agrees to amend its Salary Resolution effective January
11 4, 1978, so as to increase the salaries in all sworn classifications
12 in the Deputy Sheriff's Unit by 4.7%, as set forth in Appendix A,
13 which is attached hereto and by reference incorporated as a part
14 of this Agreement.

15 ARTICLE II

16 HEALTH AND WELFARE BENEFITS

17 A. The COUNTY agrees to pay up to \$82.96 per month for health
18 insurance coverage in an approved plan providing hospital, medical
19 and surgical benefits, for bargaining unit employees and enrolled
20 dependents commencing January 1, 1978.

21 B. The COUNTY agrees to pay up to \$27.62 per month for dental
22 insurance coverage in the 1975 California Dental Schedule for bargain-
23 ing unit employees and enrolled dependents commencing January 1, 1978.

24 ARTICLE III

25 UNIFORM ALLOWANCE

26 COUNTY agrees to pay each member of the bargaining unit required

1 by County to wear a uniform \$16.50 per month uniform allowance,
2 commencing January 4, 1978.

3 ARTICLE IV

4 HOLIDAYS

5 All regular bargaining unit employees shall observe the holiday
6 schedule as set forth in the Memorandum of Understanding between
7 the County and the Yolo County Government Employees Association.

8 ARTICLE V

9 VACATION

Micro Fiched

10 All regular bargaining unit employees shall be entitled to
11 paid vacation according to the vacation schedule as set forth in the
12 Memorandum of Understanding between the County and the Yolo
13 County Government Employees Association.

14 ARTICLE VI

15 RETIREMENT

16 COUNTY agrees to have an actuarial study completed at County
17 expense.

18 ARTICLE VII

19 ASSOCIATION PRIVILEGES

20 A. The ASSOCIATION shall be entitled to 48 hours of release
21 time. Said release time may be used by members of the Executive
22 Board of the Association.

23 B. The COUNTY agrees to deduct ASSOCIATION dues from the pay
24 of those employees who have requested that such deductions be
25 made. The total amount of deductions shall be remitted, each month,
26 by the COUNTY to the ASSOCIATION or its designee.

1 C. COUNTY agrees to deduct insurance premiums for Association
2 sponsored group insurance plans from the pay of those employees
3 who have requested that such deductions be made, provided that
4 there is no cost to the COUNTY.

5 ARTICLE VIII
6 GRIEVANCE PROCEDURE

Micro Fiched

7 I. Purpose:

- 8 A. To equitably resolve employee grievances at the lowest
9 level of administrative responsibility, if possible.
10 B. To provide an orderly procedure for reviewing and resolv-
11 ing grievances promptly.

12 II. Definition of Grievance:

- 13 A. Any dispute which arises over the interpretation,
14 application, or alleged violation of this agreement.
15 B. Minor punitive actions as defined in Section II B of the
16 Disciplinary Procedure.
17 C. Any dispute which arises over the interpretation, applica-
18 tion, or alleged violation of any ordinance or resolution
19 presently in force or as may from time to time be adopted
20 by the County of Yolo.

21 III. Discharges, suspension, and/or demotion of permanent employees
22 shall not be subject to grievance pursuant to this Article.

23 IV. Regulations:

- 24 A. No reprisal of any nature shall be taken against any
25 employee for participating in the grievance procedure.

26 / / / /

- 1 B. Any party may be represented or assisted at any level of
2 the procedure by a representative of his/her choosing.
3 C. The grievant, his witnesses, and his representative
4 shall suffer no loss of compensation or benefits while
5 participating in this procedure, to include no more than ^{Micro Fiched}
6 30 minutes preparation time per grievance.
7 D. Proceedings shall be held within the employee's normal
8 working hours. If held at other than employee's normal
9 working hours, the employee shall be entitled to an
10 equivalent number of hours off on an hour for hour basis.
11 E. Grievances other than Association grievances shall be
12 signed by the employee or employees bringing the grievance.
13 Group grievances brought by the Association on behalf of a
14 group of employees shall be signed by each involved employee.
15 F. There shall be no hearing, witness testimony, or cross
16 examination at any level prior to the hearing stage of
17 the formal procedure.

18 V. Time Limits:

- 19 A. A grievance shall be initiated in writing within 30
20 calendar days from the day of the action or occurrence
21 giving rise to the grievance or within 30 calendar
22 days of discovery of such action or occurrence, but
23 in no event longer than 180 calendar days of the action
24 or occurrence.
25 B. Time limits as specified in each step of the procedure
26 shall be strictly observed. Time limits may be extended

only by mutual agreement of the parties, in writing.

- C. Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limit shall give the grievant the right to move the grievance to the next level of review.

VI. Exclusive Procedure:

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- A. This procedure shall be the exclusive procedure for adjustment of grievances for all employees covered by this agreement.
- B. The provisions of this grievance procedure shall supersede the procedure in the personnel regulations of the County of Yolo relating to personnel board appeal and Agreement No. 68-46.

VII. Standing:

- A. Any employee of the County of Yolo subject to the terms of this agreement shall have standing to use this procedure.
- B. Any employee shall mean all regular employees, limited term employees and provisional employees.
- C. The Association shall have standing under this procedure to initiate a grievance over matters in this Agreement which affect the Association itself or two or more employees.

VIII. Procedure:

- A. All grievances shall be initiated at the lowest step of the procedure at which the grievance can be resolved.

///

1 B. No decision shall be rendered at any level where the
2 supervisory employee to whom the grievance is submitted
3 does not have the power to implement a decision and the
4 grievance may then be submitted to the next level by the
5 grievant. In such situation, the person to whom the
6 grievance is submitted shall respond by stating he/she
7 lacks the power to decide. If a supervisory employee
8 who lacks the power to implement a decision purports to
9 render a "decision", said "decision" shall not be binding
10 upon the County. Micro Fiched

11 C. Association grievances shall be initiated directly to
12 the department head or his designee.

13 IX. Informal:

- 14 1. An employee shall first discuss the grievance with
15 his/her immediate supervisor and identify the dis-
16 cussion as the informal step of the procedure.
17 2. If the grievance cannot be settled informally, the
18 employee may then initiate a formal grievance.

19 X. Formal:

20 Step 1.

21 A grievant shall reduce the grievance to writing and
22 submit three copies to his/her immediate supervisor
23 who shall render a decision on the grievance in writing
24 within 5 working days after receipt of the written grievance.

25 Step 1A.

26 If the grievant is not satisfied with the decision at

1 Step 1, he may, within 5 working days after receipt of
2 the decision at Step 1, submit 3 copies of the grievance
3 to the next person up in chain of command, who shall
4 render a decision in writing within 5 working days.
5 Where the next person in the chain of command is the
6 division commander, the employee may skip Step 1A.

7 Step 2.

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8 If the grievant is not satisfied with the decision at
9 Step 1 (or Step 1A where applicable), he may within
10 5 working days after receipt of the decision at Step 1A
11 (or at Step 1 where applicable), submit two copies of
12 the grievance to his/her division commander who shall
13 render a decision in writing within 10 working days.

14 Step 3.

15 If a grievant is not satisfied with the decision at
16 Step 2, he may within 5 working days after receipt
17 of the decision at Step 2, submit the grievance to
18 the Sheriff in writing. The Sheriff or his designee
19 shall render a decision in writing within 10 working
20 days.

21 Step 4.

22 If the grievant is not satisfied with the decision at
23 Step 3, he may within 10 working days of response at
24 Step 3, request a hearing by the Labor Relations Panel.
25 The request for a hearing shall be made, in writing,
26 to the Personnel Director, who shall, within 10 working

1 days, schedule a meeting of the Panel.

2 The Panel shall conduct a hearing, and shall, within
3 30 calendar days of conclusion of the hearing, render
4 a written decision and/or order. Any decision and/or
5 order of the Panel on matters within Sections II A or
6 II B shall be final and not subject to appeal to the
7 Board of Supervisors.

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8 Any decision and/or order on matters within Section II
9 C may be appealed to the Board of Supervisors within 30
10 days, by either grievant or the department.

11 Step 5.

12 On receipt of any appeal, the Board of Supervisors may
13 review the record and affirm, reverse, modify, or refer
14 the matter back to the panel for further hearing. Such
15 action shall be taken by the Board only on a review of
16 the record and a finding that the Panel's decision was
17 not supported by the record.

18 XI. Costs.

19 This Section shall be effective from the date of signing
20 of this agreement to December 31, 1979.

21 A. Until December 31, 1978, the following provisions
22 shall be in effect:

23 If the decision of the Labor Relations Panel is in favor
24 of the grievant, the County shall bear the entire cost of
25 the Panel for the proceedings, including any transcript
26 or reporter fees.

1 If the decision of the Panel is adverse to the grievant,
2 the grievant shall bear one half of the cost of the Panel
3 for the proceedings, including any transcript or reporter
4 fees, and the County shall bear one half of the cost of
5 the Panel for the proceedings, including any transcript
6 or reporter fees. Micro Fiched

7 B. Commencing January 1, 1979, the following provision shall
8 be in effect:

9 The grievant and the County shall each bear one half of the
10 cost of the Panel for the proceedings, including any transcript
11 or reporter fees.

12 ARTICLE IX

13 DISCIPLINARY PROCEDURE

14 I. Purpose.

- 15 A. To provide employees subject to disciplinary actions with
16 all rights to which they are entitled under the Constitu-
17 tion of the United States, the Constitution of the State
18 of California, and State and Federal law.
- 19 B. To provide an orderly procedure for notice, preaction res-
20 ponse meetings, administrative review on minor punitive
21 actions, and formal hearing on appeal after disciplinary
22 action.
- 23 C. To provide employees subject to minor punitive actions
24 with all rights to which they are entitled.
- 25 D. To provide employees with an opportunity for administrative
26 appeal pursuant to Government Code § 3304(b).

1 II. Definition.

- 2 A. Disciplinary Action. Discharge, demotion, reduction in
3 pay as a punitive action, or suspension of a regular
4 permanent employee for cause. Micro Fiched
- 5 B. Minor Punitive Action. Includes actions against public
6 safety officers identified in Government Code § 3303
7 other than those identified as disciplinary actions
8 in § A above, including but not limited to transfers
9 as punitive measures; written reprimands; discharge,
10 demotion or suspension of probationary employees.
- 11 C. Parties. The affected employee and the Sheriff or his
12 designee.
- 13 D. Days. Days means calendar days.
- 14 E. Response Meeting. Informal meeting at which employee
15 has opportunity to respond to charges prior to action.
- 16 F. Hearing. Formal hearing held due to appeal of employee
17 from action taken by Sheriff or his designee.
- 18 G. Notice. Notice shall be given by personal delivery or
19 by certified mail. If there is a refusal to accept
20 certified mail, notice shall be deemed received on
21 date of refusal.

22 III. Time Limits.

- 23 A. Disciplinary actions may be taken only after the response
24 meeting, if one is requested by the employee, or, if no
25 response meeting is requested, 7 days after notice of
26 the proposed action has been served on the employee.

1 B. Minor punitive actions may be taken without notice and may
2 be appealed through the Grievance Procedure applicable to
3 employees in the Sheriff's Department. A written statement
4 of reasons for minor punitive actions shall be furnished
5 the employee within 10 days after the action is taken.
6 All time limits set forth in that procedure are applicable
7 to such appeals.

Micro Fiched

8 C. Time limits specified throughout this procedure shall be
9 strictly observed. Time limits may be modified only by
10 mutual agreement of the parties in writing. Said time
11 limits are mandatory and jurisdictional not directory.

12 IV. Standing.

- 13 A. A disciplinary action may be taken only by the Sheriff or
14 his designee.
15 B. A minor punitive action may be taken only by the Sheriff
16 or a person he has delegated the authority to take such
17 action.

18 V. Exclusive Procedure.

- 19 A. This procedure shall be the exclusive procedure for taking
20 disciplinary action and for appealing such actions.
21 B. This procedure shall be the exclusive procedure for taking
22 minor punitive action and appeals of such action shall
23 be through the Grievance Procedure as set forth in § IIIB.
24 C. The provisions of this disciplinary procedure shall super-
25 sede the procedures in the County Personnel Ordinance
26 relating to personnel board appeal and Agreement 68-46.

1 VI. Notice.

- 2 A. The employee shall be given written notice of a proposed
3 discharge, demotion, or suspension 7 days in advance
4 of the date the action is proposed to be taken.
- 5 B. In an emergency situation, an employee may be suspended
6 with pay or temporarily reassigned without loss of pay
7 for the period between the date the notice is given and
8 the date that action is taken.

9 VII. Contents of Notice.

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10 The notice shall contain:

- 11 A. The reasons for the proposed action, including the rule
12 or regulation or ordinance violated and a complete
13 explanation of the reasons.
- 14 B. A copy of the charges and recommendations.
- 15 C. Notice that the employee has an opportunity to respond
16 to the charges orally or in writing, or both, personally
17 or with a representative which may be an attorney.
- 18 D. Notice that if no written request to respond is given
19 by employee, the Sheriff or his designee may proceed
20 to order action and the employee shall be deemed to
21 have waived all rights to hearing or appeal from any
22 action taken.

23 VIII. The notice shall be accompanied by either copies of material
24 on which the charges and recommendations are based or, if the
25 materials are too voluminous to copy easily or are confidential
26 within the Public Records Act, a description of the materials

1 and a reasonable opportunity to inspect, summarize, or make
2 copies.

3 A. Employee may copy and inspect all materials designated
4 as the basis for charges and recommendations by the
5 Sheriff or his designee.

6 B. The employee may copy and inspect his personnel file.

7 C. The employee may copy and inspect only the parts of
8 other County records which the employee generated in
9 his job, unless the Sheriff orders broader discovery.

10 IX. Procedure after Notice.

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11 A. If, during the 7 day period, the employee does not
12 request, in writing, an opportunity to respond, the
13 Sheriff may proceed to order action and employee shall
14 be deemed to have waived all rights to hearing or appeal
15 from any action taken. Failure to request an oppor-
16 tunity to respond shall constitute a failure to exhaust
17 administrative remedies.

18 B. If, within the 7 day period after receiving the
19 notice, employee gives the Sheriff or his designee a
20 request in writing to respond, the Sheriff or his
21 designee shall give employee 7 days written notice
22 of time and place of meeting at which employee may
23 respond.

24 X. Response Meeting.

25 A. At the time and place set for the meeting giving employee
26 opportunity to respond the employee may respond orally

1 and/or in writing, personally or with a representative.

2 B. Neither the Sheriff or his designee nor the employee
3 shall be entitled to call witnesses or take testimony.

4 C. At the meeting, the Sheriff or his designee may consider
5 information contained in the charges and recommendations
6 and other information as well as information presented
7 by employee. If new information relating to new charges
8 or recommendations is introduced, or if a theory con-
9 stituting a new ground or occurrence as basis for
10 discipline is alleged, employee shall be entitled to
11 a reasonable continuance to copy materials and respond
12 to these new matters. No action shall be taken during
13 such continuance.

Micro Fiched

14 D. At the conclusion of the hearing or within 15 days, the
15 Sheriff shall issue an order taking or determining
16 not to take the action and shall give written notice
17 thereof to employee, along with an explanation of the
18 basis for the action and notice of the employee's
19 right to appeal.

20 XI. Appeal.

21 A. If an employee has requested and participated in a
22 meeting with the Sheriff or his designee as set forth
23 above, employee shall have the right to appeal the
24 Sheriff's disciplinary action to the Labor Relations
25 Panel.

26 / / / / /

- 1 B. Filing of an appeal does not stay the effective date
2 of the order of disciplinary action.
- 3 C. A written demand for appeal and hearing must be served
4 on the Personnel Director by employee or his represen-
5 tative within 10 days of receipt of the order of dis-
6 ciplinary action by Sheriff.
- 7 D. The failure to serve written demand for hearing within
8 the prescribed period shall be deemed a waiver of the
9 right to a hearing and the order of disciplinary action
10 shall be final. Said failure constitutes failure to
11 exhaust administrative remedies.
- 12 E. The demand for hearing shall include: Micro Fiched
13 1. Specific grounds for appeal;
14 2. Copies of materials on which appeal is based or,
15 if too voluminous, reference to materials in
16 the custody of County.
- 17 F. The Personnel Director shall, within 10 days, set a date
18 for hearing which shall be held within 30 days of the
19 date of the demand for hearing.
- 20 G. The Personnel Director shall notify the parties in
21 writing of the time and place of the hearing at least
22 15 days prior to hearing.
- 23 H. An appeal through this procedure waives:
24 Grievance proceedings under any agreement or memorandum
25 between the County and any employee organizations.

26 / / / / /

1 I. Three (3) days prior to the hearing each party shall serve
2 a list of witnesses and copies of all exhibits on the
3 other party. If additional witnesses or evidence are
4 added after this date, the opposing party shall be
5 entitled to a reasonable continuance at the discretion
6 of the panel. If new allegations are brought out, the
7 opposing party shall have the right to a reasonable
8 continuance at the discretion of the Labor Relations
9 Panel.

Micro Fiched

10 J. Either party shall be entitled to be furnished with
11 copies of existing writings describing or constituting
12 the acts, omissions or events which are the basis for
13 the proceeding and statements of witnesses having
14 knowledge of the acts, omissions or events which are
15 the basis for the proceeding. Information which does
16 not relate to the particular case shall not be released.
17 A written request specifying such writings may be
18 served on either party at any time up to the fifth
19 day before the hearing date. A party receiving
20 such a request shall respond by furnishing the
21 requested writings or objecting to the request with
22 specificity within five (5) days.
23 The party making a request under this paragraph
24 which is objected to may prior to or at commence-
25 ment of the hearing, ask for a ruling on the
26 validity of the objection. In ruling on any

1 objection to the furnishing of information
2 pursuant to this paragraph, the following pro-
3 cedure shall apply:

- 4 a. The objected to information shall be
5 furnished to the panel in camera, with
6 neither party in attendance.
- 7 b. The panel shall review the request, the
8 objections, and the requested materials and
9 determine if the requested materials are
10 properly released pursuant to paragraph
11 J, above. Micro Fiched
- 12 c. The panel shall announce its ruling on
13 each request without releasing the materials.
- 14 d. Either party may petition the Superior Court
15 for a review of the panel's ruling. The
16 party desiring such review must declare its
17 intention immediately upon announcement of
18 the ruling. If no petition is to be filed,
19 the panel shall release the information in
20 accord with its determination.
- 21 e. If the objection is not sustained, and
22 the determination of the panel is not
23 to be reviewed, the panel shall order
24 the information delivered forthwith and
25 shall, on motion of the requesting party,
26 grant a reasonable continuance of the hearing

1 in order to permit delivery and inspection
2 of the materials.

3 K. Hearing.

4 The hearing shall be conducted as a full scale evidentiary
5 hearing, with full due process rights, including the
6 right to present and compel attendance of witnesses,
7 present evidence, cross-examine opposing witnesses,
8 the right to be represented by counsel, and the
9 right to specific findings to support the decision.
10 The hearing shall, at the request of either party, be
11 recorded by a certified stenographic reporter. Micro Fiched

12 L. Within 30 days of the conclusion of the hearing, the
13 panel shall render a written decision and/or order.
14 Any decision and/or order of the panel shall be final
15 and shall not be subject to appeal to the Board of
16 Supervisors.

17 ARTICLE X

18 NON-SWORN PERSONNEL RECLASSIFICATION AND SALARY

19 A. The County agrees to conduct a new study of the duties and
20 responsibilities of non-sworn personnel in the Sheriff's
21 office in order to determine if changes in current
22 classifications are warranted. Upon completion of
23 said study, the County may initiate reclassification of
24 positions in the manner set forth in Ordinance No. 789,
25 except that:

26 (1) The salary for any employee whose proposed new

1 position involves a lower salary than that of the
2 employee's present classification shall be "Y-rated"
3 and shall not change until the salary of the new
4 position exceeds the employee's present salary.

- 5 (2) Any employee may appeal a proposed classification
6 in the manner set forth in Ordinance No. 789, except
7 that the parties agree that the determination of
8 the Labor Relations Panel as to the appropriateness
9 of the reclassification shall be final and
10 binding on both parties, the provisions of Section 7
11 of Ordinance No. 789 notwithstanding. Micro Fiched

12 B. Except as necessitated by a reclassification to a position
13 with a higher salary level, non-sworn personnel shall not
14 receive a salary increase during the term of this Memor-
15 andum of Understanding.

16 C. Notwithstanding Section B above, the following positions
17 will receive salaries effective January 4, 1978, at these
18 ranges: Cook II, SG5; Cook I, SG3; Typist Clerk II,
19 SG2; and Typist Clerk I, SG1.

20 ARTICLE XI

21 UNIT STRUCTURE

22 The parties agree that any reclassification of non-sworn positions
23 shall not affect the current structure of the unit and that
24 said reclassifications will not cause any employees of the
25 Sheriff's office to be moved from their present unit. The
26 parties agree that the proper method for accomplishing changes

1 in the structure of the bargaining unit is in accordance with
2 the applicable law. County agrees that any action to change
3 the structure of the bargaining unit will not be effective
4 before January 1, 1979. Non-sworn personnel will be entitled
5 to health and dental benefits equal to sworn personnel through
6 December 31, 1978. Association agrees that it will use only
7 intra-county administrative procedures to appeal action to
8 restructure the unit. Association further agrees that
9 Association and its members will not bring court action
10 regarding said unit restructuring.

Micro Fiched

11 ARTICLE XII

12 TRANSFERS OF NON-SWORN PERSONNEL INTO DEPARTMENT

13 Non-sworn personnel transferred to or hired for the Sheriff's
14 Department in classifications not now represented by the Yolo
15 County Deputy Sheriff's Association shall remain or become
16 members of the general unit and shall be governed by the
17 MOU applicable to that unit.

18 ARTICLE XIII

19 STRIKES AND LOCKOUTS

20 No lockout of employees shall be instituted by the County
21 during the term of this Agreement and the Association agrees
22 that, during the term of this agreement, it will not engage
23 in any strike or work stoppage.

24 / / / / /

25 / / / / /

26 / / / / /

1 ARTICLE XIV
2 OTHER MATTERS

3 The parties agree that except for agreement reached regarding
4 transfers, no agreement was reached on other matters discussed and
5 that COUNTY is not obligated to make any changes regarding them.

6 ARTICLE XV
7 SEVERABILITY

Micro Fiched

8 If any provision of this agreement shall be held invalid by
9 operation of law or by any tribunal of competent jurisdiction,
10 or if compliance with or enforcement of any such provision should
11 be restrained by any such tribunal, the remainder of this agreement
12 shall not be affected thereby.

13 ARTICLE XVI
14 WAIVER

15 This agreement constitutes the entire agreement between the
16 parties and, except as required by Government Code § 3504.5,
17 concludes meeting and conferring on any subject except as
18 provided herein or as otherwise mutually agreed upon, whether
19 included in this agreement or not, for the term of this agreement.
20 Provided, however, if any portion of this Memorandum of Understanding
21 is held invalid by operation of law or by any tribunal of competent
22 jurisdiction, or if compliance with or enforcement of any such
23 provision should be restrained by any such tribunal, the
24 County is authorized to take immediate action to achieve compliance
25 with law, provided that the County shall give notice to the
26 Association of such action and the County shall provide the

1 Association with an opportunity to meet and confer with respect
2 to further action to accommodate the agreement. County agrees
3 to give notice to Association immediately insofar as possible
4 following the service upon it of a restraining order or judgment
5 containing a holding of invalidity or notice given to it by
6 governmental authority that any portion is invalid by operation
7 of law.

8 ARTICLE XVII

Micro Fiched

9 INTEGRATION

10 Except for the letter agreement between the parties concerning
11 transfers, it is agreed that the terms and conditions of the
12 Memorandum of Understanding itself shall constitute the whole
13 of the agreement between the parties thereto and that the terms
14 and conditions of the Memorandum of Understanding shall supersede
15 all earlier proposals, conversations, or oral or written agreements
16 constituting any portion of the meet and confer process or other
17 discussions leading up to the Memorandum of Understanding.

18 ARTICLE XVIII

19 IMPLEMENTATION

20 The Board of Supervisors will amend its written policy and
21 take such other action by resolution or otherwise as may be
22 necessary in order to give full force and effect to the provisions
23 of this Memorandum of Understanding. The provisions of this
24 agreement, except as provided herein, shall supersede county
25 ordinances and resolutions currently in effect, for the term
26 of this agreement, to the extent they are inconsistent with the

1 provisions of this Agreement.

2 ARTICLE XIX

3 TERM OF CONTRACT

4 Except as set forth in this Agreement, this Memorandum of
5 Understanding shall become effective on the date of adoption by
6 the Board of Supervisors and shall remain in full force and effect
7 to and including December 31, 1978.

Micro Fiched

8 IN WITNESS WHEREOF, the parties have executed this Memorandum
9 of Understanding this 9th day of January, 1978.

10 COUNTY OF YOLO, a political subdivision
11 of the State of California

12 BY David D. Rowlands, Jr.
13 DAVID D. ROWLANDS, Jr.
14 Designated Representative

15 YOLO COUNTY DEPUTY SHERIFF'S ASSOCIATION

16 BY Mike Mangiaracina
17 MIKE MANGIARACINA
18 Designated Representative

19 BY _____
20 MIKE CARR
21 Designated Representative

22 // // // //

23 // // // //

24 // // // //

25 // // // //

26 // // // //

1 APPROVED BY FINAL DETERMINATION OF THE BOARD OF SUPERVISORS OF THE
2 COUNTY OF YOLO THIS 10th DAY OF JANUARY, 1978.

3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5 BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

JAN 11 1978

6 ATTEST:

7 LAURENCE P. HENIGAN, CLERK

8 BY: John E. Lucas
9 DEPUTY

(SEAL)

Micro Fiched

SHERIFF'S BASIC PAY PLAN

RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F*	STEP G*
S20.76	2076	2180	2284	2387	2491	2553	2616
S19.75	1975	2074	2173	2271	2370	2429	2489
S19.18	1918	2014	2110	2206	2302	2360	2417
S18.72	1872	1966	2059	2153	2246	2302	2358
S17.83	1783	1872	1961	2050	2140	2194	2247
S17.39	1739	1826	1913	2000	2087	2139	2191
S16.96	1696	1781	1866	1950	2035	2086	2137
S16.16	1616	1697	1778	1858	1939	1987	2036
S15.78	1578	1657	1736	1815	1894	1941	1989
S15.38	1538	1615	1692	1769	1846	1892	1938
S15.02	1502	1577	1652	1727	1802	1847	1892
S14.31	1431	1503	1574	1646	1717	1760	1803
S13.61	1361	1429	1497	1565	1633	1674	1715
S13.29	1329	1395	1462	1528	1595	1635	1675
S12.96	1296	1361	1426	1490	1555	1594	1633
S12.64	1264	1327	1390	1454	1517	1555	1593
S12.33	1233	1295	1356	1418	1480	1517	1554
S12.04	1204	1264	1324	1385	1445	1481	1517
S11.76	1176	1235	1294	1352	1411	1446	1482
S11.43	1148	1205	1263	1320	1378	1412	1447
SG13	934	981	1030	1081	1135	1164	1192
SG12	913	958	1005	1056	1107	1135	1164
SG11	869	913	958	1005	1056	1081	1107
SG10	847	890	934	981	1030	1056	1081
SG 9	828	869	913	958	1005	1030	1056
SG 8	808	847	890	934	981	1005	1030
SG 7	804	844	886	931	977	1001	1025
SG 6	786	828	869	913	958	981	1005
SG 5	775	814	856	899	944	970	992
SG 4	768	808	847	890	934	958	981
SG 3	670	704	739	775	814	837	856
SG 2	638	670	704	739	775	797	814
SG 1	572	600	630	661	694	712	729

*An employee shall advance to Steps F and G only if a Longevity Career Incentive Plan is made applicable to that employee by a Memorandum of Understanding or order adopted by the Board of Supervisors and only in accordance with the provisions of such plan or ordinance provisions in implementation thereof.

SIDE AGREEMENT ON TRANSFERS

AGREEMENT ON TRANSFER POLICY

County agrees as follows:

- A. The Sheriff will develop a policy pertaining to transfer for the Sheriff's Department.
- B. All transfers will be made according to the Sheriff's transfer policy.

Dated: Jan. 9, 1978.

Micro Fiched

David D. Rowlands Jr.

DAVID D. ROWLANDS, Jr.
County Administrative Officer
County of Yolo

Mike Mangiaracina

MIKE MANGIARACINA
Designated Representative
Yolo County Deputy Sheriff's
Association

FILED

JAN 10 1978

LADENCE P. HENIGAN, Clerk

By [Signature]
Deputy

*File with but
do not attach
to memo of
understanding*

AMENDED BY MINUTE ORDER
NO. 78-23

FILED

JAN 20 1978

LAURENCE P. HENIGAN, Clerk

By [Signature] Deputy

AGREEMENT NO. 78-8
Court [Signature]

(Agreement for ~~Conservatorship~~ Investigator Services)

THIS AGREEMENT ENTERED this 17th day of January, 1978,
by and between the COUNTY OF YOLO, hereinafter called County and
RICHARD GREGG, Attorney at Law, hereinafter called INVESTIGATOR.

W I T N E S S E T H:

RECITALS:

Micro Fiched

1. California Statutes of 1976, Chapter 1357, effective July 1, 1977, requires court appointment of a court investigator to personally interview proposed wards and/or conservatees of specifically enumerated guardianships and conservatorships. (Probate Code Section 1461.1).

2. Said court investigator is required to be "a person trained in law who is an officer or special appointee of the court with no personal or other beneficial interest in the proceedings".

3. INVESTIGATOR is an attorney at law, and is familiar with the aforesaid provision of the California Probate Code, and is willing and able to provide said services.

AGREEMENT:

1. COUNTY agrees to engage INVESTIGATOR, and INVESTIGATOR agrees to provide all court investigator services required to be provided pursuant to California Statutes 1976, Chapter 1357, including but not limited to:

A. Personal interviews with proposed wards and conservatees.

- 1 B. Drafting the investigation results in a form suitable
2 for filing in the records of Yolo County Probate Court.
3 C. Making himself available upon request of the Probate
4 Court Judge to discuss said investigations.
5 D. Performing any and all other services required to be
6 performed.

Micro Fiched

7 2. Compensation: In and for sole consideration of the above ref-
8 erenced services, COUNTY agrees to pay INVESTIGATOR from January 1,
9 1978, through June 30, 1978, the sum of Fifty Dollars (\$50.00) per
10 case assigned, which fee will include any and all mileage and other
11 incidental expenses; provided, however, that the total of said
12 payment shall in no event exceed the sum of Two Thousand Dollars
13 (\$2,000.00) through June 30, 1978.

14 3. Term: The term of this agreement shall be from January 1, 1978,
15 through December 31, 1978, inclusive. INVESTIGATOR'S compensation
16 after June 30, 1978, will be determined by the Board of Supervisors
17 of COUNTY.

18 4. INVESTIGATOR is and at all times during the performance of this
19 Agreement shall be construed to be an independent contractor, and
20 not an officer, employee or agent of COUNTY.

21 - - -

22 - - -

23 - - -

24 - - -

25 - - -

26 - - -

1 IN WITNESS WHEREOF, the parties fix their hand this 20th day
2 of January, 1978.

3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5
6 BY Arthur H. Edwards
7 CHAIRMAN OF THE BOARD OF SUPERVISORS
JAN 20 1978

8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

Micro Fiched

10 BY Robert E. Lucas
11 Deputy



12 (SEAL)

13
14 Richard Gregg
15 RICHARD GREGG, Esq.

16
17
18
19
20
21 APPROVED AS TO FORM
22 CHARLES R. MACK
COUNTY COUNSEL

23 BY Elizabeth L. Frick
24 DEPUTY COUNTY COUNSEL

ORIGINAL (White)—To Lessee
DUPLICATE (Blue)—To Lessor
TRIPPLICATE (Yellow)—To Department of Finance

YOLO COUNTY
AGREEMENT NO. 78-9

AGREEMENT NO. 2-78

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 31st day of December, 19 77,
at Woodland, California, by and between the 40th
District Agricultural Association, a State institution, hereinafter called the LESSOR, and
Sheriff's Dept., County of Yolo, hereinafter called the LESSEE:

WITNESSETH

Micro Fiched

That the LESSOR, in consideration of the payment of the rent hereinafter specified to be paid by the LESSEE and the covenants and agreements hereincontained, does hereby lease, demise and let unto LESSEE and LESSEE hires that certain property in the City of Woodland, County of Yolo, State of California, described as:

Security Building, located on the grounds of the 40th District Agricultural Association, in Woodland

RECEIVED

FILED

MAR 15 1978

MAR 15 1978

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, Clerk

By Debra P. Conley
Deputy

Debra P. Conley
Deputy

for the term of 6 months commencing on the 1st day of January
19 78, and ending on the 30th day of June, 19 78, with the right of termination
as hereinafter set forth, at the total rental of NINE HUNDRED (\$900.00) DOLLARS, payable to the LESSOR
LUMP SUM PAYMENT
in lawful money of the United States, in ~~advance~~ of \$ 900.00, in advance, on the 1/1/1
day of each and every month, excepting that receipt is hereby acknowledged by the LESSOR of the sum of \$ 1/1/1
from the LESSEE, in payment for the first and last month's rental under this lease. All rental payments shall be delivered to the
office of the 40th District Agricultural Association at Woodland,
California, on or before the 1/1/1 day of each month.

LESSEE hereby covenants and agrees as follows:

1st: To pay LESSOR said rent as hereinbefore provided, and in addition thereto, to pay, charges for none

accruing or payable in connection with said premises during the term of this lease, and to permit LESSOR or its agents to enter said premises at any reasonable time to inspect the same.

2nd: To occupy the premises leased hereunder for the following purposes only.

Training Sub Station

3rd: Not to commit, suffer or permit any waste on said premises or any acts to be done thereon in violation of any laws or ordinance, and not to use or permit the use of said premises for any illegal or immoral purposes.

4th: This lease shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least Thirty days next prior to the date when such termination shall become effective. In the event of such termination any unearned rental paid by LESSEE shall be returned to LESSEE.

5th: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the LESSEE at P.O. Box 179, Woodland, California 95695

and to the LESSOR at

P.O. Box 826, Woodland, California 95695

SEARCHED	INDEXED	SERIALIZED	FILED
FEB 17 1978			

APPLICATION FOR A GRANT-IN-AID UNDER THE NATIONAL
HISTORIC PRESERVATION ACT OF 1966

(Agreement No. 78-10)

1. Name of property as listed on the National Register of Historic Places.
William B. Gibson Residence

2. (a) Are you applying for funding for a project which was submitted in a previous year, but which did not receive funding? Yes ☒ No. If yes, in what year did you previously apply? _____

(b) Are you applying for funding for a project which in an earlier year did receive funding? Yes ☒ No. If yes, in what year(s)? _____

3. Type of project: Acquisition; amount: \$ _____
☒ Development; amount: \$ 120,000
Total: \$ 120,000

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4. If your project involves acquisition, state the lot dimensions or acreage of the property to be purchased. N/A

5. If your project involves acquisition, give the name of the purchaser.
N/A

6. Address of property to be acquired or developed.
No. and Street 512 Gibson Road

City or Town Woodland Zip 95695

County Yolo

7. The project is located in: a. U.S. Congressional District No. 4
b. State Assembly District No. 4
c. State Senatorial District No. 4

8. Ownership. Indicate the category (County, Local, or Private), the name, and the address of each current property owner.

Property is owned by the County of Yolo.

9. (a) Specific date property was entered in the National Register. Nov. 7, 1976

(b) Is copy of the National Register form approved by National Park Service included? ☒ Yes ☐ No.

10. Is the property a National Historical Landmark? Yes ☒ No.

11. Assured sources of local matching share and amounts:

TYPE, SOURCE, AND DATE AVAILABLE

AMOUNT

Federal Revenue Sharing - July 1, 1978	\$ 29,152
1974 State Park Bond Act - July 1, 1978	19,499
1976 State Park Bond Act - July 1, 1978	25,925
National Historic Preservation Act	45,424

TOTAL \$120,000

12. Amount of Local Share: \$ 74,576

13. Amount of Federal Share: \$ 45,424

14. Total Project Cost: \$ 120,000

15. Brief Project Description:

The project will consist of the restoration of the old Gibson House on Woodlark for use by the County of Yolo for museum purposes. Plans for that restoration are being developed at this time. While the Park Bond Act funds are not enough in themselves to restore the facility when included with other funds, they will assist in the restoration project which will consist of new subfloor and flooring in a portion of the house, rewiring, new heating and air conditioning, rewiring of some outbuildings, restoration of some exterior brick work, painting, papering interior walls, and installation of security devices.

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16. List exact project work and estimated costs by work category.

<u>WORK</u>	<u>AMOUNT</u>
Restoration of: North Elevation	\$ 5,560
East Elevation	22,632
South Elevation	4,535
West Elevation	8,332
	<u>\$ 41,559</u>
Interior Work	\$ 46,369
Site Work	17,749
	<u>\$105,677</u>
Plus Bonds, Contingency, etc.	14,323

TOTAL \$120,000

See Project Work Breakdown as per Attachment

17. Minimum amount of Federal funds that your project could usefully employ:
\$ 20,000. Which part of the work listed in Item 16 would be accomplished
for this amount?

The work accomplished with the smaller grant would be determined by
the project architect.

18. If you plan to apply for second or third phase grants for this project, give
estimates of the cost and work for each phase.

Unless we are not granted the full amount of this application, we would
not reapply. If we should be restricted to the minimum amount, we would
apply for the balance of our original request of \$25,424.

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19. Long-range plans for the property:

Long-range plan for the property is for development and use as a county
museum.

20. Name and population of the city or town in which the project is located. If
rural, give the name of the nearest town or city, its population, and distance
from the property. Woodland - 26,000

21. Describe how the requirements for public access will be met. As a publicly owned
and operated facility the museum will be open to the public on a regular basis.

22. The project involves:

Acquisition Rehabilitation Reconstruction
Stabilization ☒ Restoration Other, specify: _____

23. Is the property presently endangered? Yes ☒ No. If yes, in what way(s)?

24. Has the structure been moved from its original location? Yes ☒ No.
Not applicable; project is not a structure. If yes, when? _____

25. Has the fabric or appearance of the structure been changed from the original?
Yes ☐ No ☒ Not applicable; project is not a structure. If yes, how and to what degree? _____

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26. Has the environment in which the property is located been altered? X Yes ☐ No.
If yes, how and to what degree? _____

A residential subdivision has been constructed on the surrounding farmlands.

27. Names and addresses of project researchers, project supervisor, and architect, if known. List the architect's previous rehabilitation or restoration work.

Yolo County Historical Society
Yolo County Museum Associates, P.O. Box 1789, Woodland, CA 95695
Schaefer & Wirth, Architects, 666 Dead Cat Alley, Woodland, CA 95695
Projects: City Hall, Redding
Schaefer & Wirth Building, Woodland
Woodland Opera House, Woodland
Dubois Residence, West Port
Marysville Historical Survey, Marysville
City Hall Annex, Woodland
Aveco Building Facade, Woodland
Structural Survey, Kelly Bldg., Mendocino

28. Is your project located in an HUD-designated Flood Hazard Zone? ☐ Yes X No.

29. For acquisition projects, or in the case of development projects where donated real property is serving as match, list the names of appraisers, dates, and amounts of appraisals. If appraisals have not been done, indicate when they will be available.

N/A

30. Will the project involve relocation costs? ☐ Yes ☒ No. If yes, specify amount: \$ _____.
31. Have you applied to any other sources for funding to do work on this property? ☒ Yes ☐ No. If yes, to whom? When will you be notified whether your application has been accepted or denied?

1976 State Park Bond Act, July, 1978

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32. Are three copies each of two different 8 x 10 glossy black and white photographs of the property enclosed? ☒ Yes ☐ No.
33. Is the Resolution enclosed? ☒ Yes ☐ No. ☐ Not applicable, applicant is not a unit of government.
34. Is the Assurance of Compliance, Form DI 1350, enclosed? ☒ Yes ☐ No.
35. Are plans and specification enclosed?
☐ Yes
☒ No, project only involves acquisition.
☒ No, but expect to forward: month February, year 1978.
☐ No, are dependent upon project being funded.
☐ No, give other reason: _____.
36. (a) Are the SF-424 (now complete through Part 3) and any State Clearinghouse comments, or certification that no comments were generated, enclosed? ☒ Yes ☐ No. If no, on what date was the project submitted to the State Clearinghouse for review? Notice of Exemption enclosed.

(b) If the State Clearinghouse has sent you an "Acknowledgement of Receipt" for your SF-424 enter the State Clearinghouse Number which is on the acknowledgement card: Notice of Exemption enclosed.

37. Are Areawide Clearinghouse comments or certification that no comments were generated enclosed? ☐ Yes ☒ No ☐ Not applicable, project is not located in an area covered by an Areawide Clearinghouse. If no, on what date was the project submitted? Notice of Exemption submitted 9/29/77.

38. Applicant's Name County of Yolo

No. and Street or P.O. Box Courthouse

City or Town Woodland, CA

Zip 95695

Telephone Number (916) 666-8391

39. Appointed Agent's Name Arthur H. Edmonds

Title Chairman, Board of Supervisors

No. and Street or P.O. Box Courthouse

City or Town Woodland, CA

Zip 95695

Telephone Number (916) 666-8407

40. Contact Person Earl A. Balch
Title Director of Parks & Recreation
No. and Street or P.O. Box 292 West Beamer Street
City or Town Woodland, CA Zip 95695
Telephone Number (916) 666-8268

41. County of Yolo
Earl A. Balch
Agent's Signature (or Applicant's, if
Project is sponsored by an individual)
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Date form is submitted

Micro Fiched

FILED

JAN 26 1978

AGREEMENT NO. 78-11

LAURENCE P. HENIGAN Clerk

By Debra E. Conley
Deputy

LEASE

THIS LEASE made and entered into this 24th day of January 1978, by and between G. W. WILLIAMS CO., a California Corporation, hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called TENANT.

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LANDLORD does hereby lease to TENANT, and TENANT does hereby lease from LANDLORD, those certain premises situate in Broderick, County of Yolo, State of California, and described as follows:

An area comprising approximately 930 square feet of floor space located on a portion of the property described in a deed from American Homes Co. to American Homes Development Co., dated May 25, 1954 and recorded on June 2, 1954 in Book 424 of Official Records at Page 60, Records of the County of Yolo, State of California, and more commonly known and designated as 936 Sacramento Ave., hereinafter referred to as "premises".

AGREEMENTS

IT IS FURTHER AGREED between the parties as follows:

1. USE. The premises are to be used as a Yolo County Office and for no other business or purpose, without the prior written consent of LANDLORD.
2. TERM. The term of this Lease shall be for three (3) years and shall commence on January 1, 1978 and end on December 31, 1980.
3. HOLDING OVER. Any holding over by TENANT after the expiration of this lease or any extension thereto shall be deemed to be a tenancy from month to month under the same terms, covenants and conditions as specified herein, so far as applicable, with the exception of the monthly rent which shall be determined and paid as follows:
If TENANT does not elect to extend the term of the lease as specified in Paragraph 6, hereinbelow, and thereby becomes a tenant from month to month, on January 1, 1981

1 the monthly rental established on January 1, 1980 shall
2 be adjusted upward for each ensuing month while TENANT
3 remains a holdover in the same percentage proportion that
4 the Consumer Price Index of the Bureau of Labor Statis-
5 tics of the U. S. Department of Labor -- All Items --
6 1967 = 100 for the San Francisco-Oakland Bay Area for the ^{Micro Fiched}
7 month of September 1980 shall have increased over the Price
8 Index for the month of September 1979. If TENANT elects
9 to extend the term of the lease, as specified in said
10 Paragraph 6 hereinbelow, and holds over after December 31,
11 1982, as a tenant from month to month, on January 1, 1983
12 the monthly rental established on January 1, 1982 shall be
13 adjusted upward for each ensuing month while TENANT remains
14 a holdover in the same percentage proportion that the
15 aforementioned Price Index for the month of September 1982
16 shall have increased over the Price Index for the month of
17 September 1981.

- 18 4. RENT. Rent shall be paid by County Warrant at the office
19 of the LANDLORD at the following address on the first (1st)
20 day of each month:

21 G. W. Williams Co.
22 c/o Norris, Beggs & Simpson
23 1501 - 21st Street
Sacramento, Ca. 95814

24 or at such other places as LANDLORD may designate in
25 writing, as follows: January 1, 1978 through December 31,
26 1979: \$241.80 per month. On January 1, 1980 the monthly
27 rental of \$241.80 per month shall be increased \$40.95 per
28 month for the ensuing twelve (12) months for a revised
29 monthly rental of \$282.75.

- 30 5. PARKING AREA CHARGE. In addition to any other payments
31 required by TENANT to be made to LANDLORD under the terms
32 of this Lease, TENANT agrees to pay to LANDLORD, monthly,

1 a sum equal to 1 cent per square foot of the demised pre-
2 mises, which sum LANDLORD agrees to use for preserving
3 and maintaining all parking areas; planting and caring
4 for landscaping; and maintaining lighting in the parking
5 area. However, the said sum shall not be less than \$9.30
6 per month.

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7 6. OPTION TO EXTEND TERM. LANDLORD hereby grants to tenant
8 the right and option to renew this lease for a further
9 term of two (2) years commencing January 1, 1981, under
10 the same terms, covenants and conditions, except the
11 monthly rent, which shall be determined and paid as
12 follows: On January 1, 1981 the monthly rental for the
13 ensuing twelve (12) months shall be the same as that
14 established on January 1, 1980 under the provisions of
15 Paragraph 4, hereinabove. On January 1, 1982, the
16 monthly rent established on January 1, 1980 shall be
17 increased \$47.88 per month for the ensuing twelve (12)
18 months for a revised monthly rental of \$330.63. Notice
19 of the exercise of the option contained in this Paragraph
20 shall be given by TENANT to LANDLORD at least one hundred
21 twenty (120) days prior to the expiration of the original
22 three (3) year term, which notice must be in writing,
23 and it is expressly agreed that time is of the essence
24 in the giving of such notice. Further, TENANT under-
25 stands and agrees that the right and option to extend
26 as contained in this Paragraph is personal as to TENANT
27 and not exercisable by any assignee of TENANT under the
28 provisions of Paragraph 25 hereinbelow.

29 7. PREPARATION OF PREMISES. On commencement of the term,
30 LANDLORD agrees to deliver up the premises in clean and
31 sanitary condition and in good repair. TENANT'S taking
32 possession of the premises on commencement of the term

1 shall constitute TENANT'S acknowledgment that the premises
2 are in good and clean condition unless TENANT notifies
3 LANDLORD in writing of exceptions to the foregoing prior
4 to occupancy. In the event TENANT prepares such a letter,
5 it shall be appended to this lease agreement as Exhibit A.

- 6 8. INCREASES IN REAL ESTATE TAXES. During the term of this
7 lease, and any extension thereto, or during any holdover
8 period, TENANT, in addition to all other sums agreed to
9 be paid hereunder shall pay to LANDLORD a proportion of
10 all increases in real property taxes assessed against
11 the entire Riverbend Shopping Plaza (Yolo County Asses-
12 sor's Parcel #10-320-23) over and above the real pro-
13 perty taxes assessed against the said Riverbend Shopping
14 Plaza for the tax year 1977-78. TENANT'S proportion of
15 said increased taxes shall be that percentage expressed
16 in this paragraph, to wit 1.219 percent which is cal-
17 culated from that proportion which the net rentable area
18 of TENANT'S demised premises bears to the net rentable
19 area in all buildings in the entire Riverbend Shopping
20 Plaza. Said proportionate increase which TENANT is
21 required to pay shall not include penalty, interest or
22 other costs accruing by reason of LANDLORD'S failure to
23 pay said taxes when due, and TENANT agrees to pay the
24 said proportion of said increased taxes within fifteen
25 (15) days after presentation by LANDLORD to TENANT of
26 receipted tax bills or duplicates thereof. Further,
27 TENANT agrees to pay any and all taxes and assessments
28 levied during any period described in this paragraph
29 upon or against all furniture, fixtures, equipment, and
30 other personal property installed or located within the
31 demised premises, or upon or against all alterations,
32 additions or improvements of any nature, if made by

1 TENANT to the demised premises.

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2 TENANT shall not be liable for increases in real prop-
3 erty taxes (whether the increases result from increased
4 rate and/or valuation) attributable to additional im-
5 provements to the Riverbend Shopping Center in which the
6 premises are located that are constructed after the base
7 tax year, unless the additional improvements are con-
8 structed for TENANT'S sole benefit. If any improvements
9 are constructed after the base tax year, real property
10 taxes attributable to those additional improvements for
11 the fiscal tax year in which they are assessed as a fully
12 completed unit shall be added to the real property taxes
13 for the base tax year for the purpose of computing
14 TENANT'S liability for real property tax increases.

15 9. DECREASE IN REAL ESTATE TAXES. In the event there is a
16 reduction in said taxes or assessments below the tax
17 year of 1977-78, there shall be a reduction in rental
18 paid calculated on the same basis as for an increase.

19 10. UTILITIES. In addition to the rents herein reserved,
20 TENANT agrees to furnish and pay promptly for all gas
21 and electricity supplied to the demised premises.
22 Further, TENANT shall pay for sewer, water, and garbage
23 disposal provided by LANDLORD which shall be billed to
24 TENANT by LANDLORD, or by LANDLORD'S agent. LANDLORD
25 shall at its sole expense provide separate meters to
26 measure gas and electricity provided to demised premises.

27 11. JANITORIAL. All janitorial services for the premises
28 demised to TENANT shall be provided by TENANT at TENANT'S
29 sole cost and expense.

30 12. MAINTENANCE AND REPAIRS.

31 A. LANDLORD'S Repairs. LANDLORD at its cost shall
32 maintain in good condition, the following:

1 (1) The structural parts of the building, including
2 the roof and exterior walls.

3 (2) The unexposed electrical systems, and those
4 portions of the electrical, plumbing and sewage
5 systems lying outside the premises. Micro Fiched

6 B. TENANT'S Maintenance. TENANT at its cost and expense
7 shall maintain the premises in as good order and re-
8 pair as when received, reasonable use and wear thereof
9 and damage by Act of God excepted, and in good and safe
10 condition, and shall make all repairs thereto and
11 maintain and repair all equipment therein including
12 plumbing, heating installations, exposed electrical
13 wiring and toilet facilities including the lavatory
14 and water closet, and TENANT shall be responsible
15 for the proper operating condition of the said lava-
16 tory, water faucets, water closet, flushing mechanism
17 and other appurtenances within the demised premises.
18 Any clogging or stoppage of the sewer line or the
19 water closet which occurs within the demised premises
20 shall be corrected and repaired by TENANT at TENANT'S
21 sole cost.

22 13. ALTERATIONS. In the event that any alterations, addi-
23 tions, repairs or acts of any kind shall be required to
24 be done in connection with the premises or any part
25 thereof, either voluntarily by TENANT or under the pro-
26 visions of any law, ordinance or rule now in force or
27 hereafter enacted by municipal, state or national
28 authority, the same shall be made at the cost and expense
29 of TENANT, and only with the written consent of LANDLORD
30 first obtained by TENANT; and unless otherwise provided
31 by written agreement, all additions to, improvements
32 and alterations of, the premises, except removable

1 furniture, trade fixtures, and those additions specified
2 in Paragraph 14 hereinbelow shall become part of the
3 realty and be the property of LANDLORD, and shall remain
4 upon and be surrendered with the premises. TENANT, in
5 making any alterations, additions or repairs in or to
6 the said premises or any part thereof at any time during
7 the term of this lease shall save the LANDLORD harmless
8 from any liability therefor or in connection therewith;
9 and in connection with the making of such alterations,
10 additions or repairs, TENANT shall post such notices of
11 non-responsibility as required by law and which will
12 protect the LANDLORD from responsibility for said altera-
13 tions, additions or repairs, and as well protect said
14 premises from liens for work performed or materials
15 furnished in connection with the said alterations, Micro Fiched
16 additions or repairs. In the event that TENANT employs
17 any person or persons to make said alterations, repairs,
18 or additions, in or to said premises or any part thereof,
19 TENANT shall fully insure all such employees under the
20 terms and as required by the Workmen's Compensation Act
21 and as required by all other laws of the State of
22 California.

- 23 14. TENANT'S FURNISHINGS. TENANT shall have the right to
24 furnish and install such counters, movable partitions,
25 shelves, or other fixtures and equipment and non-structural
26 modifications necessary to fulfill the stated uses of the
27 premises by TENANT, as in the judgment of TENANT may be
28 appropriate, and all such alterations and improvements
29 that may be required by TENANT shall be done at the cost,
30 charge and expense of TENANT, and all such alterations,
31 additions, or improvements, counters, shelving, movable
32 partitions, or other fixtures and equipment placed therein

1 by TENANT shall remain the property of TENANT and may
2 be removed therefrom upon the expiration of this lease
3 or any extension thereof, or any sooner termination
4 thereof, and TENANT agrees to make any repairs to the
5 premises for damage occasioned by such removal.

- 6 15. LANDLORD IMPROVEMENTS. Any improvements installed or
7 provided by LANDLORD shall remain the property of
8 LANDLORD and TENANT shall not be required to remove any
9 such improvements. Micro Fiched

- 10 16. WASTE. TENANT will not commit, or suffer to be committed,
11 any waste upon said premises, or any public or private
12 nuisance.

- 13 17. GLASS. TENANT agrees to replace immediately, at TENANT'S
14 cost and expense, all plate glass and windows and sky-
15 lights broken or destroyed by accident or act of third
16 parties or by TENANT'S agents or employees.

- 17 18. SIGNS. LANDLORD, at TENANT'S sole cost and expense, will
18 provide a sign that in location and design will be simi-
19 lar to those existing for other tenants in the strip area
20 of Riverbend Shopping Center. The wording will be "Yolo
21 County". LANDLORD reserves unto itself the exclusive
22 right to the roof, and to all exterior walls of the
23 premises, and access thereto, and the same are not
24 covered by this lease, and TENANT agrees that no signs,
25 advertisements or notices whatsoever shall be inscribed,
26 painted, affixed or displayed on, to or in any part of
27 the outside or inside of said walls or on the roof, of
28 the premises without the prior written consent of
29 LANDLORD. Any signs so placed on the premises shall be
30 so placed upon the understanding and agreement that
31 TENANT will remove same at the termination of the tenancy
32 herein created and repair any damage or injury to the

1 premises caused thereby, and if not so removed by TENANT
2 then LANDLORD may have same so removed at TENANT'S expense.

3 19. INDEMNITY. TENANT shall hold LANDLORD harmless from all
4 damages arising out of any damage to any person or pro-
5 perty occurring in, on, or about the premises and the
6 Riverbend Shopping Center in which the premises are loca-
7 ted, except that LANDLORD shall be liable to TENANT for
8 damage resulting from the acts or omissions of LANDLORD
9 or its authorized representatives. LANDLORD shall hold
10 TENANT harmless from all damages arising out of any such
11 damage. A party's obligation under this paragraph to
12 indemnify and hold the other party harmless shall be
13 limited to the sum that exceeds the amount of insurance
14 proceeds, if any, received by the party being indemnified. Micro Fiched

15 20. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. TENANT
16 at its cost shall maintain in full force and effect
17 during the term of this lease public liability and pro-
18 perty damage insurance with liability limits of not less
19 than \$100,000.00 per person and \$300,000.00 per occur-
20 rence, and property damage limits of not less than
21 \$50,000.00 per occurrence, insuring against all liability
22 of TENANT and its authorized representatives arising out
23 of and in connection with TENANT'S use or occupancy of
24 the premises. All public liability insurance, and pro-
25 perty damage insurance, shall insure performance by TENANT
26 of the indemnity provisions of Paragraph 19 hereof. Both
27 parties shall be named as insureds on said policy.

28 21. FIRE AND EXTENDED COVERAGE INSURANCE. LANDLORD, at its
29 own expense, shall procure and maintain in full force
30 and effect during the term of this lease fire and normal
31 extended coverage insurance on the building and improve-
32 ments to be occupied by TENANT. LANDLORD agrees to waive

1 any claim against TENANT for losses payable under said
2 insurance. Micro Fiched

3 22. WAIVER OF SUBROGATION. The parties release each other,
4 and their respective authorized representatives, from
5 any claims for damage to any person or to the premises
6 and the building and other improvements in which the
7 premises are located, and to the fixtures, personal pro-
8 perty, TENANT'S improvements, and alterations of either
9 LANDLORD or TENANT in or on the premises and the building
10 and other improvements in which the premises are located
11 that are caused by or result from risks insured against
12 under any insurance policies carried by the parties and
13 in force at the time of any such damage.
14 Each party shall cause each insurance policy obtained by
15 it to provide that the insurance company waives all right
16 of recovery by way of subrogation against either party in
17 connection with any damage covered by any policy. Neither
18 party shall be liable to the other for any damage caused
19 by fire or any of the risks insured against under any
20 insurance policy required by this lease.

21 23. DAMAGE OR DESTRUCTION. If, by fire, flood, explosion,
22 earthquake, public enemy, riot, civil commotion, or Act
23 of God, the premises during the term shall be:

- 24 (1) Destroyed, this Lease shall cease and terminate.
25 (2) Damaged in excess of forty (40) percent, this Lease,
26 at the option of the LANDLORD, to be exercised by
27 notice to TENANT in writing, shall cease and ter-
28minate;

29 (In the event of either such termination the Lease
30 shall be of no further force or effect, except for
31 rents due or covenants broken, and TENANT within
32 ten (10) days from such destruction or termination,

1 shall surrender the premises and remove therefrom.)
2 (3) Damaged to an extent less than forty (40) percent
3 (or in excess of forty (40) percent and LANDLORD
4 shall not exercise its option to terminate this
5 Lease), LANDLORD shall repair the premises with due
6 diligence, and this Lease shall continue in full
7 force and effect, subject only to a reduction in
8 rental from the date of such damage and until repairs
9 have been completed. The reduction in rental shall
10 be based on the proportion which the floor area
11 damaged (excluding damage caused by water used in
12 extinguishing fire) bears to the total floor area
13 of the premises.

Micro Fiched

14 The term "destroyed" as used herein shall be construed to
15 mean the destruction of the safe, tenantable use or occu-
16 pancy of the entire building in which the premises are
17 located or of that portion thereof hereby leased. The
18 term "damaged in excess of forty (40) percent" shall be
19 construed to mean such damage to such building, or to
20 that portion hereby leased (excluding damage caused solely
21 by water used in extinguishing fire) as will require an
22 expenditure in excess of forty (40) percent of the market
23 value (prior to the damage) of the building, or that por-
24 tion thereof hereby leased, in order to make repairs.
25 In the event that any dispute shall arise between the
26 parties as to whether the premises have been either des-
27 troyed or damaged in excess of forty (40) percent or as
28 to the proportion of the floor area damaged within the
29 meaning of the foregoing paragraph, such dispute shall be
30 decided by two arbitrators, to be appointed one by LAND-
31 LORD and one by TENANT. If such arbitrators cannot agree
32 within ten (10) days, they shall appoint a third arbitrator.

1 The decision of any two of such arbitrators or if no two
2 can agree then of the third arbitrator alone shall be
3 final. If either party fail to appoint his arbitrator
4 within five (5) working days after receiving notice re-
5 quiring him to do so, the arbitrator appointed by the
6 other party shall be deemed to be appointed by and shall
7 act for both parties and his decisions shall be final.
8 All appointments, decisions and notices required hereby
9 shall be in writing. Each party shall pay the expenses
10 of the arbitrator appointed by him, and all other expenses
11 of the arbitration shall be borne by both parties equally.
12 The provisions of Subdivision 2 of Section 1932 of the
13 California Civil Code, and of Subdivision 4 of Section
14 1933 of that Code, shall not apply to this Lease, and
15 TENANT waives the benefit of such provisions. Micro Fiched
16 24. CONDEMNATION. If any part of the premises shall be taken
17 or condemned for a public or quasi-public use, and a part
18 thereof remains which is susceptible of occupation here-
19 under; this lease shall, as to the part taken, terminate
20 as of the date title shall vest in the condemnor, and
21 the rent payable hereunder shall be adjusted so that
22 TENANT shall be required to pay for the remainder of the
23 term only such portion of such rent as the value of the
24 part remaining after the condemnation bears to the value
25 of the entire premises at the date of condemnation; but
26 in such event LANDLORD shall have the option to terminate
27 this lease as of the date when title to the part so con-
28 demned vests in the condemnor. If all of the demised
29 premises be taken or condemned so that there does not
30 remain a portion susceptible for occupation hereunder
31 this lease shall thereupon terminate. If a part or all
32 of the demised premises be taken or condemned, all

1 compensation awarded upon such condemnation or taking shall
2 go to LANDLORD and TENANT shall have no claim thereto,
3 whether such compensation is for land taken or damaged,
4 or improvements taken or damaged, or fixtures or per-
5 sonalty taken or damaged, or for any inherent bonus or
6 other value of the lease itself or any interest in Real
7 Property said lease creates. TENANT hereby irrevocably
8 assigns and transfers to LANDLORD any right to compensa-
9 tion or damages to which TENANT may become entitled dur-
10 ing the term hereof by reason of the condemnation of all
11 or a part of the demised premises.

Micro Fiched

12 25. ASSIGNMENT AND SUBLETTING. TENANT may assign this Lease
13 or an interest therein or may also sublet the whole of
14 said premises for the use permitted hereby to an assign-
15 nee or sublessee, as the case may be, of good moral
16 character and of sound financial responsibility provided
17 the written consent of LANDLORD to any such assignment
18 or subletting is first obtained by TENANT. If, during
19 the term of this Lease, TENANT requests the written con-
20 sent of LANDLORD to any such assignment or subletting,
21 LANDLORD'S consent thereto shall not be unreasonably
22 withheld. A consent to one assignment or subletting shall
23 not be deemed to be a consent to any subsequent assign-
24 ment or subletting, and any such subsequent assignment
25 or subletting without LANDLORD'S consent, which shall
26 not be unreasonably withheld, shall be void and shall
27 at LANDLORD'S option terminate this Lease. This Lease
28 shall not, nor shall any interest therein, be assignable
29 as to TENANT'S interest by operation of law without the
30 prior written consent of LANDLORD, which consent shall
31 not be unreasonably withheld.

32 26. ENTRY BY OWNER. LANDLORD, or its duly authorized repre-
sentatives or agents, may enter upon said premises at any
and all reasonable times during the term of this lease for

1 the purpose of determining whether TENANT is complying
2 with the terms and conditions hereof, or for any other
3 purpose incidental to the rights of LANDLORD. TENANT
4 will permit LANDLORD at any time within one hundred
5 twenty (120) days prior to the expiration of this Lease
6 to place upon the premises any usual or ordinary "To Let"
7 or "To Lease" signs, and to bring upon the premises, for
8 purposes of inspection or display, prospective tenants
9 or purchasers thereof. Micro Fiched

10 27. INGRESS AND EGRESS. TENANT shall have full and unimpaired
11 access to the premises at all times except as provided in
12 Paragraph 23 (Damage and Destruction) and 24 (Condemnation).

13 28. COMMON AREAS. During the term hereby created and any re-
14 newals or extensions thereto, the LANDLORD reserves to
15 itself, its successors and assigns, the exclusive right
16 to all of the parking area in the shopping center of which
17 the demised premises is a part, and without limiting the
18 foregoing generality, LANDLORD further reserves to itself,
19 its successors and assigns, the exclusive right to all
20 sidewalks, driveways, pedestrian malls, ingress to and
21 egress from said parking area, all and singular parking
22 stalls, parking facilities, light standards and all other
23 common areas in the shopping center which are intended
24 for the use and convenience by the general public.
25 Further, LANDLORD reserves to itself, its successors and
26 assigns, the exclusive right to increase or decrease the
27 number of parking stalls, construct buildings or other
28 structures in or upon the said parking area, relocate
29 entrances to and exits from the said parking area, repair,
30 reconstruct or replace sidewalks, driveways, pedestrian
31 malls, common areas, light standards, and generally do any
32 and all of those things in the areas designated in this

Paragraph 28 which LANDLORD, in its sole discretion deems to be necessary or desirable, and TENANT hereby expressly consents to the exclusive rights reserved to LANDLORD herein subject to TENANT'S ingress and egress rights as stipulated in Paragraph 27 hereinabove. All of said areas and rights exclusively reserved unto LANDLORD in this Paragraph 28 shall also be subject to all prior rights and easements of the County and State wherein said areas are situated, and shall also be subject to all rules, regulations, ordinances and laws which may hereafter be enacted by the County, State or Federal Government or any Agency thereof; and any tax, rental or surcharge, or other imposition assessed or placed upon the LANDLORD by any of the said governmental authorities in connection with the said areas for the use thereof shall be borne ratably and paid by TENANT in addition to the rental herein reserved. TENANT'S ratable share of any such tax, rental, surcharge or other imposition shall be determined by the same proportion which the net rentable area of TENANT'S demised premises bears to the net rentable area of all buildings in the Riverbend Shopping Plaza. Micro Fiched

29. PARKING LOT SURCHARGES. In the event a charge, surcharge, tax, levy or imposition of any nature, hereinafter referred to as "imposition" is imposed upon the LANDLORD by the United States Government or any agency thereof, the State of California, its agencies or political subdivisions, for the use of vehicular parking spaces used in connection with the demised premises or parking spaces assigned to TENANT for TENANT'S exclusive use, then in that event, TENANT agrees to reimburse LANDLORD, as additional rent hereunder the full amount of any such imposition which LANDLORD is required to pay. Said reimbursement shall be

- 1 paid on the next rental due date after notification by
2 LANDLORD to TENANT of the amount of the said imposition.
- 3 30. SURRENDER OF PREMISES: TENANT agrees to surrender the
4 premises at the termination of the tenancy herein created,
5 in the same condition as herein agreed they have been
6 received, reasonable use and wear thereof and damage by
7 the Act of God or by the elements excepted, and upon the
8 surrender of the premises, either at the expiration of the
9 term or otherwise, TENANT agrees to remove all rubbish from
10 the premises, and if not so removed by TENANT, LANDLORD may
11 have the same removed at TENANT'S expense. Micro Fiched
- 12 31. ATTORNEYS' FEES: If either party becomes a party to any
13 litigation concerning this lease, the premises, or the
14 building or other improvements in which the premises are
15 located, by reason of any act or omission of the other
16 party or its authorized representatives, and not by any
17 act or omission of the party that becomes a party to that
18 litigation or any act or omission of its authorized
19 representatives, the party that causes the other party to
20 become involved in the litigation shall be liable to that
21 party for reasonable attorneys' fees and court costs
22 incurred by it in the litigation.
- 23 If either party commences an action against the other
24 party arising out of or in connection with this lease, the
25 prevailing party shall be entitled to have and recover from
26 the losing party reasonable attorneys' fees and costs of
27 suit.
- 28 32. CONSUMER PRICE INDEX CHANGES: In the event the Bureau of
29 Labor Statistics of the U. S. Department of Labor shall
30 modify their system of reporting Consumer Price Index
31 changes, and discontinue the publication of quarterly
32 reports for the San Francisco-Oakland Bay Area, 1976 = 100,

1 then in that event the Consumer Price Index reports re-
2 ferred to in Paragraph 3, hereinabove, shall be modified
3 as follows: The Consumer Price Index increases applicable
4 under the former reporting system, if there be any increases,
5 shall be brought forward in accordance with the last
6 quarterly report issued under the former reporting system
7 in order to establish a new base. Thereafter, any rental
8 increases referred to in said Paragraph 3 will be imple-
9 mented in accordance with the new reporting system
10 utilizing the new base and utilizing the "Consumer Price
11 For All Urban Consumers." Micro Fiched

- 12 33. NOTICES. All notices to be given between the parties
13 hereto shall be in writing and served personally or by
14 depositing the same in the United States mail and certified
15 and addressed to the parties as follows:

16 LANDLORD: G. W. Williams Co.
17 195 Glenn Way
Belmont, California 94002

18 TENANT: Chairman, Board of Supervisors
19 County of Yolo
Courthouse
20 Woodland, California 95695

- 21 34. CONDITIONAL LIMITATIONS. Each term and each provision of
22 this lease performable by LANDLORD and TENANT shall be
23 construed to be both a covenant and a condition.
- 24 35. WAIVER. LANDLORD or TENANTS failure to take advantage of
25 any default or breach of covenant on the part of either
26 party shall not be or be construed as a waiver thereof,
27 nor shall any custom or practice which may grow up be-
28 tween the parties in the course of administering this
29 instrument, be construed to waive or to lessen the right
30 of LANDLORD or TENANT to insist upon the performance by
31 the other party of any term, covenant or condition hereof,
32 or to exercise any rights given him on account of any

- 1 such default. A waiver of a particular breach or default
2 shall not be deemed to be a waiver of the same or any
3 other subsequent breach or default.
- 4 36. SINGULAR AND PLURAL. When required by the context of
5 this lease, the singular shall include the plural.
- 6 37. JOINT AND SEVERAL OBLIGATIONS. "Party" shall mean
7 LANDLORD or TENANT; and if more than one person or entity
8 is LANDLORD or TENANT, the obligations imposed on the
9 party shall be joint and several. Micro Fiched
- 10 38. SEVERABILITY. The unenforceability, invalidity, or
11 illegality of any provision shall not render the other
12 provisions unenforceable, invalid or illegal.
- 13 39. CONSENT OF PARTIES. Whenever consent or approval of
14 either party is required, that party shall not un-
15 reasonably withhold such consent or approval.
- 16 40. TIME OF ESSENCE. Time is of the essence of each provi-
17 sion of this lease.
- 18 41. SUBORDINATION. TENANT agrees that this lease and all
19 rights hereunder, is subordinate to the lien of any
20 existing or future mortgage, Deed of Trust, or other
21 voluntary hypothecation arising out of any security
22 instrument duly executed by LANDLORD and charged against
23 the land, the demised premises, and the building or any
24 portions thereof which the demised premises are a part.
- 25 42. PARAGRAPH HEADINGS. The headings and numbers used for
26 the paragraphs in this lease are for convenience and
27 reference only and shall not be construed to alter,
28 affect, modify or define the paragraphs themselves, or
29 the meaning thereof.
- 30 43. BINDING ON SUCCESSORS. Subject to the provisions hereof
31 relating to assignment and subletting, this lease is
32 intended to and does bind the heirs, executors, adminis-
 trators, successors and assigns of any and all of the

1 parties hereto.

2
3 IN WITNESS WHEREOF, the parties hereto have set their hands
4 and seals the day and year first above written.

5
6 LANDLORD:

Micro Fiched

7 G. W. WILLIAMS CO.

8 By: George W. Williams III
George W. Williams III, President

9 TENANT:

10 COUNTY OF YOLO, a political sub-
11 division of the State of California

12 By: Arthur H. Edwards
13 Chairman of the Board of
14 Supervisors

15 ATTEST:

16 LAURENCE P. HENIGAN, CLERK

17 By: Arthur C. Lucas
18 Deputy

19 (Seal)

20 APPROVED AS TO FORM

21 CHARLES R. MACK, County Counsel

22 Elizabeth L. Trickle
23 Deputy County Counsel
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Yolo County
AGREEMENT NO. 78-12

Page 1

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03209 - 122641

West Capitol Avenue and Route 84

District Agreement No. 1094

THIS AGREEMENT, MADE AND ENTERED INTO THIS

31st DAY OF January, 19 78

Micro Fiched

BY AND BETWEEN

COUNTY OF YOLO,
a political subdivision of the
State of California, hereinafter
referred to as "COUNTY"

AND

STATE OF CALIFORNIA
acting by and through its
Business and Transportation
Agency, Department of
Transportation, hereinafter
referred to as "STATE"

WHEREAS, STATE and COUNTY contemplate installation and modification of traffic control signal system and safety lighting at the intersection of West Capitol Avenue with State Highway Route 84 (Jefferson-Michigan Boulevard), all of which is situated within the County of Yolo, and desire to specify herein the terms and conditions under which said system is to be installed, financed and maintained.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

SECTION I

Micro Fiched

STATE AGREES:

(1) To install the traffic control signal system and safety lighting hereinbefore mentioned, through construction by contract with construction contractor licensed by the State of California, said contract to be carried out in accordance with provisions of the State Contract Act, Chapter 3, Part 5, Division 3, Title 2 of the Government Code, and work completed in conformity with plans and specifications of STATE.

(2) To prepare plans and specifications and provide all necessary construction engineering services for the above-mentioned contract, and to bear the entire expense thereof except for the amount to be paid by COUNTY as set forth in Section II, Articles 1,2, 3,4 and 5.

(3) To bear STATE's proportionate share of construction costs required to complete the installation referred to herein, such

Page 3

share to be a sum bearing the same proportion to the total cost of the above-mentioned construction as the number of legs of highways under jurisdiction of STATE at the intersection involved bears to the total number of legs of highways at such intersection.

STATE's share of the installation and the related costs as mentioned above is estimated to be \$10,000.00. The actual amount of STATE's share will be determined after the installation is completed, but in no event shall STATE's share exceed \$12,000.00 unless authorized prior to the obligation of such cost in a subsequent agreement between COUNTY and STATE. Micro Fiched

(4) To maintain and operate the entire traffic control signal system and safety lighting as installed.

SECTION II

COUNTY AGREES:

(1) To make payment to STATE within 30 days of receipt of billing therefor (which billing will be forwarded immediately following STATE's bid advertising date of a construction contract for the afore-said installation), the amount of \$10,000.00, which figure represents COUNTY's estimated share of the expense of preparation of plans and specifications, construction engineering, and construction costs required to complete the installation referred to herein.

(2) The actual amount of COUNTY's share of the construction costs will be determined after completion of work and a financial

Page 4

settlement made upon final accounting of costs. Said share will be a sum bearing the same proportion to the total cost of the above-mentioned construction as the number of legs of highways under jurisdiction of COUNTY at the intersection involved bears to the total number of legs of highways at such intersection.

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(3) The actual amount of COUNTY's share of the expense of preparing plans and specifications, (including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE's standard accounting procedures) shall be a fixed 8% of the actual final construction cost as determined in the preceding paragraph.

(4) The actual amount of COUNTY's share of the expense of construction engineering (including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE's standard accounting procedures) shall be a fixed 14% of the actual final construction cost determined in Section II, Paragraph 2.

(5) To reimburse STATE for COUNTY's proportionate share of the cost of maintenance and operation of said traffic control signal system and/or safety lighting, such share to be determined in the manner provided in that Agreement for Maintenance of traffic signals and safety lighting on State highways within the County which is in effect at the time said costs are incurred, or if no such agreement exists, such share to be a sum bearing the same

proportion to the total cost of maintenance and operation of said traffic control signal system and/or safety lighting as the number of legs of highways under jurisdiction of the COUNTY bears to the total number of legs of highway at such intersection.

(6) To furnish the necessary right of way unless otherwise provided for and to certify to STATE that the right of way is owned by COUNTY or that COUNTY had Right of Entry to do work prior to February 1, 1978.

SECTION III

Micro Fiched

IT IS MUTUALLY UNDERSTOOD AND AGREED:

(1) That obligations of STATE under terms of this Agreement are subject to the allocation of funds by the California Highway Commission.

(2) STATE shall not award a contract for the work unless and until receipt of COUNTY's payment required in Section II(1).

(3) That neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done

or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

(4) That neither COUNTY nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to COUNTY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to COUNTY under this Agreement.

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(5) That, should any portion of the project be financed with Federal Funds or State gas tax funds, all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this agreement.

(6) If upon acceptance of bids, it is found that COUNTY's payment required in Section II(1) is in excess of the cost of the work on the basis of bid prices plus contingency items, expense of preparation of plans and specifications, construction engineering, administration and overhead costs, the balance remaining shall be promptly refunded by STATE to COUNTY. If, however, the cost of the work on the basis of bid prices plus contingency items, expense of preparation of plans

and specifications, construction engineering, administration and overhead costs exceeds the COUNTY's payment required in Section II(1), COUNTY will promptly, upon receipt of claim therefor, pay its portion of the amount of said excess to STATE. If the excess in either case is less than five hundred dollars (\$500.00), a refund or demand of additional payment will be waived until final accounting. Micro Fiched

(7) That should work to be performed by STATE on behalf of COUNTY pursuant to this Agreement, based on unit bid prices on the responsible low bidder, indicate that said cost will exceed the estimates by no more than 20% as set forth in this Agreement, the STATE may award the contract. That should the estimates be exceeded by more than 20%, STATE will notify COUNTY of the revised estimate of final cost. STATE may award contract upon written approval by COUNTY within a period not to exceed ten (10) days after notification.

(8) In the event that construction of the traffic control signal system and safety lighting is terminated, the full amount of all costs incurred prior to termination shall be borne by the party requesting termination.

In the event that the decision to terminate is mutually agreeable to all parties, the above cost shall be shared jointly in direct proportion to the number of legs of the intersection under jurisdiction of each respective party.

(9) That upon completion of all work under this agreement, ownership and title to all materials, equipment and appurtenances

installed will be jointly shared in the ratio of 50% STATE and 50% COUNTY.

(10) That in the event there are existing public and private utilities which conflict with the construction of the Micro Fished project, STATE will make all necessary arrangements with the owners of said utilities for their removal or relocation in accordance with the applicable law or the provisions of any franchise which is in effect with the respective utility owners at the time of construction of the project. STATE will inspect the removal or relocation of said utilities. If there are no existing provisions for removal or relocation of utilities between COUNTY and/or STATE and the owners of said utilities, STATE and COUNTY will share in the cost of said removal or relocation in the amount of 50% STATE and 50% COUNTY.

(11) That indirect costs (functional and administrative overhead assessment) attributable to design engineering and construction engineering, (applied in accordance with STATE's standard accounting procedures) are to be shared between STATE and COUNTY on an equal (pro-rata) basis, however, STATE's share is accounted for on a statewide basis and is not shown separately for each project.

Page 9

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, the provisions of which Agreement are effective as of the day, month and year first hereinabove written.

Micro Fiched

STATE OF CALIFORNIA
Department of Transportation

COUNTY OF YOLO

ADRIANA GIANTURCO
Director of Transportation

By *Arthur H. Edwards*
Chairman, Board of Supervisors

By _____
District Director

Attest: LAURENCE P. HENIGAN, Clerk
Clerk of the Board of
Supervisors

By *John E. Lucas*
DEPUTY

Approved as to Form
and Procedure:

Elizabeth S. Fuchs
County Attorney

FILED

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MAY 2 11 06 AM '78

AGREEMENT NO. 78-13

MAY 25 1978

(Assignment of Lease)

LAURENCE P. HENIGAN, Clerk

By *Pauline P. Lyssa*
DEPUTY

LAURENCE P. HENIGAN, Clerk

By.....3 Deputy This Assignment of Lease made and entered into this 31st
4 day of January, 1978, by and between the Sacramento-Yolo

5 Port District, hereinafter designated as LESSOR, the County of Yolo,
6 a political subdivision of the State of California, hereinafter
7 designated as ASSIGNOR, and the East Yolo Community Services Dis-
8 trict, hereinafter designated as ASSIGNEE,

W I T N E S S E T H:

Micro Fiched

10 RECITALS:

11 1. LESSOR and ASSIGNOR, as LESSEE, entered into a written lease
12 dated April 22, 1974, (hereinafter referred to as THE LEASE and
13 attached hereto and incorporated herein as Exhibit "A").

14 2. ASSIGNOR desires to assign all its right, title and interest
15 in the lease to ASSIGNEE.

16 3. LESSOR shall consent to the proposed assignment on the condi-
17 tions set forth hereinafter.

18 AGREEMENTS:

19 1. Effective Date of Assignment. The assignment in this agree-
20 ment shall take effect on February 1, 1978, and ASSIGNOR shall
21 give possession of the premises to ASSIGNEE on that date.

22 2. Assignment and Assumption. ASSIGNOR assigns and transfers
23 to ASSIGNEE all its right, title and interest in the lease, and
24 ASSIGNEE accepts the assignment and assumes and agrees to perform,
25 from the date the assignment becomes effective, as a direct obli-
26 gation to LESSOR, all the provisions of the lease.

1 3. LESSOR'S Consent. LESSOR consents to the assignment without
2 waiver of the restriction concerning further assignment.

3 4. ASSIGNOR'S Liability. ASSIGNOR shall remain liable for the
4 performance of the provisions of the lease. Micro Fiched

5 5. ASSIGNEE to Hold ASSIGNOR Harmless. If ASSIGNEE defaults
6 under the lease, ASSIGNEE shall indemnify and hold ASSIGNOR harmless
7 from all damages resulting from the default. If ASSIGNEE defaults
8 in its obligations under the lease and ASSIGNOR pays rent to LESSOR
9 or fulfills any of ASSIGNEE'S other obligations in order to prevent
10 ASSIGNEE from being in default, ASSIGNEE immediately shall reimburse
11 ASSIGNOR for the amount of rent or costs incurred by ASSIGNOR in
12 fulfilling ASSIGNEE'S obligations under this assignment of lease,
13 together with interest on those sums at the rate of 10% per annum.

14 6. Default of Lease; Notice to ASSIGNOR.

15 a. Notice to ASSIGNOR. LESSOR will send to ASSIGNOR any
16 notice of default that LESSOR sends to ASSIGNEE.

17 b. Right to Cure. If ASSIGNEE is in default of the lease,
18 before LESSOR will exercise any of the rights available to LESSOR
19 by reason of any default, ASSIGNOR shall have the right for a period
20 of 90 days after the period expires for curing rent defaults,
21 and 90 days after the period expires for curing nonrent defaults,
22 in which to cure any default of ASSIGNEE. If any default, other
23 than non-payment of rent, cannot be reasonably cured within the
24 additional 90 day period, the commencement of the cure of the
25 default within the 90 day period shall be deemed a cure of the
26 default, provided the cure is diligently prosecuted to completion.

8. Successors. This assignment shall be binding on and inure to the benefit of the parties and their successors.

By Gray D. Prida
CHAIRMAN OF THE COMMISSION

By Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

By Carl Landerman
CHAIRMAN OF THE COMMUNITY SERVICES
DISTRICT BOARD

By *[Signature]*
DEPUTY COUNTY COUNSEL

FILED

APR 22 1974

LAURENCE P. HENIGAN, Clerk

By *Barbara Rodgers*
Clerk

AGREEMENT NO. 74- 69

LE A S E

THIS LEASE made and entered into this 22nd day of April, 1974, by and between the SACRAMENTO-YOLO PORT DISTRICT, hereinafter designated as LESSOR, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter designated as LESSEE,

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W I T N E S S E T H:

LESSOR hereby leases to LESSEE and LESSEE hereby hires and takes from LESSOR all that certain real property situated in the County of Yolo, State of California, which is depicted on Exhibit "A" attached hereto and made a part hereof and more particularly described as follows:

BEGINNING at the Northeast corner of Silva's Subdivision as same appears of record in Map Book 4, Pages 68 and 69, Yolo County Records; thence North 89° 22' 08" East along the South line of Stone Blvd. 903.26 feet to the Northwesterly line of California State Highway Route 99 Yolo Section B, also known as Jefferson Blvd.; thence along a curve to the right having a radius of 999.50 feet and distant 15 feet Northwesterly and radially from the centerline of the main track of the Sacramento-Yolo Port Belt Line Railroad, a distance along the arc of 590.54 feet, the chord of which bears South 61° 43' 43" West, 581.99 feet; thence South 89° 22' 08" West, 389.49 feet to the Southeast corner of Silva's Subdivision; thence North 0° 14' 59" West along the east line of said subdivision, 270.00 feet to the point of beginning. Containing 4.394 acres of land.

Said leasing and hiring are made upon the following terms and conditions:

1. The term of this lease shall be a period of ten (10) years, commencing March 1, 1974 and terminating February 28, 1984.

2. LESSEE shall use said premises solely and only for park and recreation purposes and LESSEE shall be allowed to make any improvements on said premises as it deems necessary to carry

1 out such purposes.

2 3. The rental for said premises shall be \$1.00 per year.

3 4. LESSEE shall not permit any liens or encumbrances of
4 any character to attach to the property or any part thereof, and
5 LESSEE shall save LESSOR free and harmless from all claims and
6 demands of every kind which may be asserted by any person for any
7 act or omission of LESSEE or any person acting on its behalf, or
8 arising in any way out of the condition of the property hereby
9 leased.

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10 5. LESSEE shall maintain in full force and effect at all
11 times during the term of this lease at its own expense a public
12 liability and property damage insurance policy issued by a reputable
13 insurance company acceptable to LESSOR protecting the interest of
14 LESSOR, LESSEE, its agents and employees, and any others using said
15 premises with respect to their liability for personal injuries,
16 including death, to third persons and damage to or loss of property
17 of third persons resulting from any act or omission of LESSEE, its
18 agents, employees, or others. Said public liability insurance
19 shall be in an amount of not less than \$250,000 for one person
20 injured in one accident and not less than \$1,000,000 for more than
21 one person injured in one accident; and said property damage
22 insurance shall be in an amount of not less than \$500,000 for any
23 one accident. LESSEE shall furnish LESSOR with a certificate of
24 insurance evidencing the issuance of the foregoing policy prior to
25 the exercise of any of the rights and privileges granted by this
26 lease, and said insurance policy shall provide that it shall not
27 be cancelled nor reduced in amount of coverage until after thirty
28 (30) days' written notice of cancellation or reduction in coverage
29 shall have been mailed to LESSOR.

30 6. LESSEE shall not assign this lease or any interest
31 therein, nor sublease any part of the premises, without the writ-
32 ten consent of the LESSOR, and neither this lease nor any interest

1 therein shall be assignable or transferable in proceedings by or
2 against LESSEE.

3 7. LESSOR and its agents and representatives shall have
4 the right to enter upon the property at any time or place for the
5 purpose of inspection thereof. Micro Fiched

6 8. Upon the termination of this lease, LESSEE shall, at
7 its sole cost and expense, remove all facilities or improvements
8 installed by it and leave said premises in a clean and orderly con-
9 dition within ninety (90) days from the date of termination. If
10 said facilities or improvements are not removed within said period,
11 LESSOR may remove the same and the cost incurred in so doing shall
12 be paid by LESSEE.

13 9. All agreements, promises and terms herein contained on
14 the part of LESSEE to be kept and performed are conditions as well
15 as covenants, and in the event LESSEE shall fail, neglect or refuse
16 to keep or perform any of the same, LESSOR, in addition to the
17 remedies in this lease or otherwise provided by law, may at its
18 option terminate this lease and enter upon the premises without
19 notice to LESSEE and exclude LESSEE and all persons therefrom, and
20 take and resume possession of the premises.

21 10. Any taxes or assessments which may become due on the
22 leased premises, or on any personal property located on the
23 premises, shall be paid by LESSEE.

24 11. If any action or suit be brought by LESSOR for the
25 breach of, or to restrain the breach of, any of the provisions
26 herein contained, or for recovery of the premises and/or forfeiture
27 of the lease, and if LESSOR prevails in such suit, LESSEE shall pay
28 to LESSOR such attorney's fees as the Court shall determine to be
29 reasonable.

30 12. The waiver by LESSOR of any breach of any of the pro-
31 visions herein contained on the part of LESSEE to be kept and per-
32 formed shall not be construed as a waiver of any breach thereof

1 subsequently arising or to be a waiver of the breach of any other
2 of said provisions.

3 13. Subject to the limitation of assignment set forth
4 above, this lease shall bind and inure to the benefit of the
5 assigns and successors in interest of LESSEE.

6 14. Time is of the essence of this lease. Micro Fiched

7 IN WITNESS WHEREOF, the parties have hereunto caused
8 their names to be subscribed by the officers thereunto duly autho-
9 rized the day and year first above written.

10
11 SACRAMENTO-YOLO PORT DISTRICT

12 BY Cliff Brum
13 CHAIRMAN OF THE COMMISSION

14 BY Ray K. Collier
15 SECRETARY OF THE COMMISSION

16
17
18
19 COUNTY OF YOLO, a political subdi-
20 vision of the State of California

21 BY Wm E. Duncan
22 CHAIRMAN OF THE BOARD OF SUPERVISORS

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 78, by and between
Hunn & Merwin & Merwin Inc

Rt 1, Box 422A Clarksburg, Calif 95612
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 84 by the County by Resolution No. 78-12, which was filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at Page _____, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur J. Edmunds
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S) Hunn & Merwin & Merwin Inc

by *Herbert J. Hunn* Vice Pres
William B. Merwin Sec Treas

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Redger
DEPUTY

TO: 1945 CA (8-74)
(Corporation)

STATE OF CALIFORNIA

COUNTY OF YOLO } ss.

On MAY 25, 1977

State, personally appeared HERBERT J. HUNN before me, the undersigned, a Notary Public in and for said

known to me to be the

VICE- President, and

WILLIAM H. MERWIN

known to me to be

Secretary

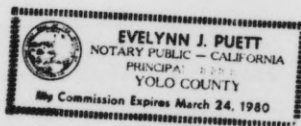
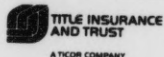
Treasurer

of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Evelynn J. Puett
Evelynn J. Puett



(This area for official notarial seal)

LAURENCE P. HENIGAN, COUNTY CLERK



RO20259-031

Record Owner Guarantee
Title Insurance and Trust Company

a California corporation, herein called the Company, guarantees

THE COUNTY OF YOLO

Liability \$100.00

Fee \$ **35.00**

Your

Ref. **Hunn, Merwin & Merwin**

Parcel No. 43-050-10

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded **1-3-77** Doc. No. **41** in Book **1225** Page **363** D. T. S. \$ **66.00**

In favor of

Hunn & Merwin & Merwin, Inc., a California corporation

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Dated **May 18, 1977** @ 7:30 A.M.

Title Insurance and Trust Company

by

PRESIDENT

Attest:

SECRETARY

Addition to Preserve # 84

EXHIBIT "A"

All that real property situate in the County of Yolo, State of California, described as follows:

THAT PORTION of Lot 25 Holland Land Co., Subdivision No. 3 filed February 17, 1921, in Book 3 of Maps, page 42, Yolo County Records, described as follows:

BEGINNING at the Southeast corner of said Lot; thence along the South line thereof, West 1959.49 feet; thence North 889.21 feet; thence East 1959.49 feet to the East line of said lot; thence South along said East line 889.21 feet to the point of beginning.

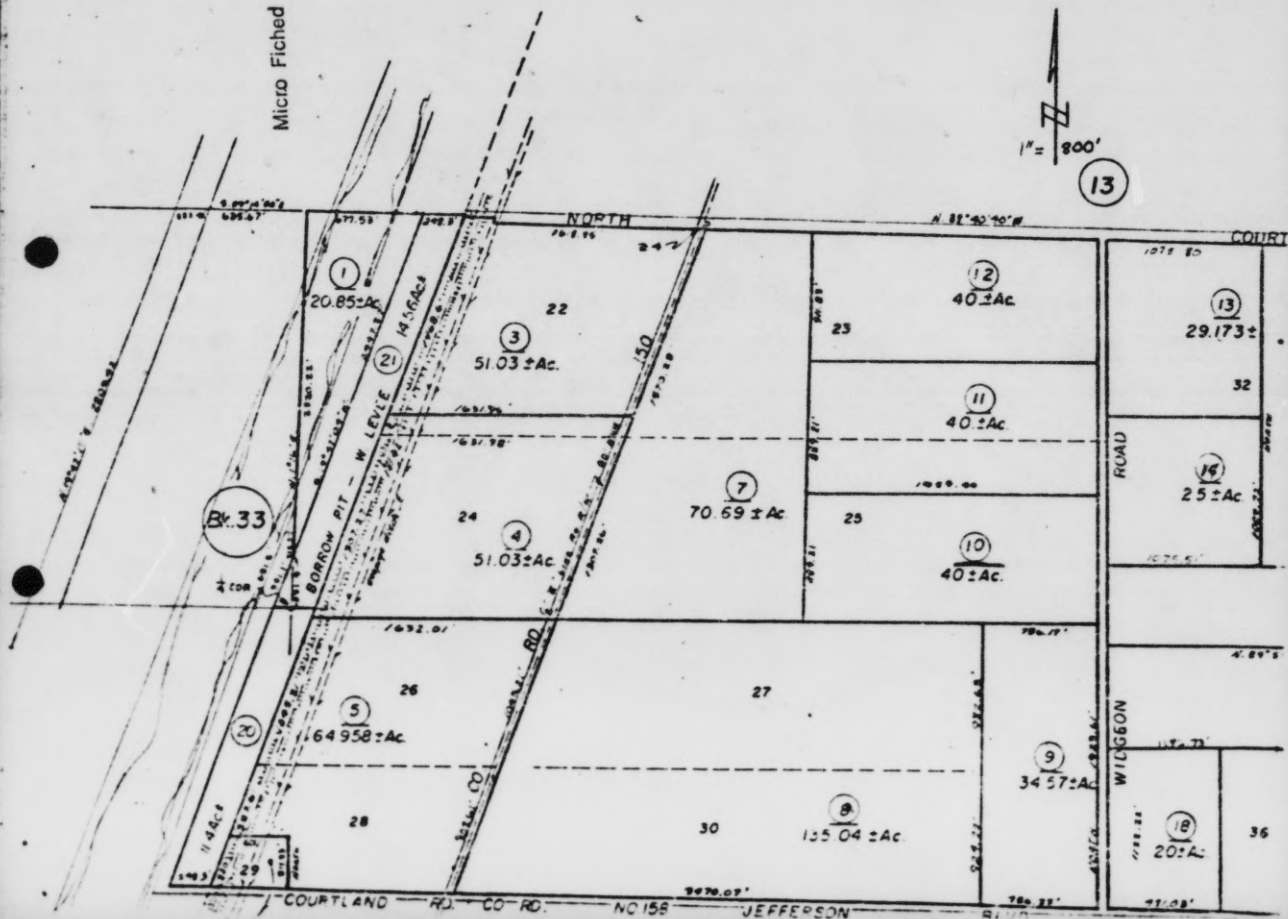
Micro Fiched

EXCEPTING THEREFROM, an undivided 1/2 interest in and to all oil, gas, and other hydrocarbon substances and all other minerals within the underlying and which may be produced from the herein described property, together with a perpetual subsurface right of ingress and egress for the purposes of prospecting, exploring for, mining and extracting said substances, but excluding therefrom all rights, in and to the surface and the subsurface down to a depth of 500 feet measured vertically from the surface of said land, as reserved in the deed executed by Adolph W. Lund, et ux., recorded January 3, 1977, in Book 1225 of Official Records, page 363.

Micro Fiched

$I^N = 800$

13



LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 78, by and between
Harold E Boles
Ruth E Boles
4999 SANTA RITA RD
Richmond CA 94803
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 26 by the County by Resolution No. 28-12, which was filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at Page _____, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Micro Fiched

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

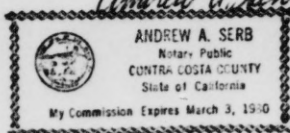
IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Edmunds
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)



OWNER(S) Ruth E. Bell

STATE OF CALIFORNIA)

) ss.

COUNTY OF YOLO)

On 131, 198, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

Laurence P. Henigan

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA }

ss.

On MAY 30, 1977 before me, the undersigned,
a Notary Public in and for said State, personally appeared

HAROLD C. BOLES and
KATH E. BOLES

known to me
to be the person whose names are subscribed to the within
instrument and acknowledged that they are the persons who executed the within
instrument and acknowledged that they are the persons who executed the within

WITNESS my hand and official seal
Notary Public
CONTRA COSTA COUNTY
State of California

Signature Andrew A. Sene
ANDREW A. SENE Expires March 3, 1980

Name (Printed or Typed)

, before me the undersigned
county and state, personally
, known to me to be the
within instrument and
e same.

, 19____.

NOTARY PUBLIC

My Commission Expires: _____

COMBINATION GUARANTEE

71 1751

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 73695

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

HAROLD C. BOLES

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 15, 1977, 5:00 p.m.
California

, in the County of Yolo, State of

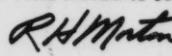
Countersigned:



Vice President

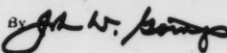
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Presene # 26 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 73695

Effective Date: May 15, 1977, 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

Title to the herein described property vests in:

Micro Fiched

HAROLD C. BOLES and RUTH E. BOLES, his wife

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

All that real property in the County of Yolo, State of California, described
as follows:

PARCEL 1: The East half of the following described tract of land:

BEGINNING at a point on the West line of Section 5, Township 9 North, Range 1 East, M.D.B.&M., 120 rods South from the Northwest corner of said Section 5, and running thence South along said West line 40 rods to the South line of the Northwest Quarter of said Section 5; thence East along said South line 160 rods to the East line of said Northwest Quarter of said Section 5; thence North along said East line 40 rods; thence West 160 rods to the place of beginning, being the South 40 acres of the Northwest Quarter of Section 5, Township 9 North, Range 1 East, M.D.B.&M.

PARCEL 2: A right of way for road purposes over the following described tract of land:

BEGINNING at a point on the West line of Section 5, Township 9 North, Range 1 East, M.D.B.&M., 120 rods South from the Northwest corner of said Section 5, and running thence South along said West line 12 feet; thence East 80 rods to the West line of Parcel One described above; thence North 12 feet to the North-West corner of said Parcel One; thence West 80 rods to the point of beginning.

NOTE: The Yolo County Assessor designates the herein described property on their 1976-77 Assessment Roll as Assessors Parcel No. 40-010-05, Code Area 87-074.

NOTE: This guarantee is limited to the above described property.

Bk. 25

T. 10 N.

T. 9 N.

31

32

50'

NO

2040

NORTH
FORK
OF

Micro Fished

16
5 Ac.±

19
20 Ac.±

18
20 Ac.±

17
49.46 Ac.±

LOT 2

15
30.01±Ac

WHEN AS MAP IS SUPERSEDED BY THE RECORD
THIS IS COMPILED FROM DATA SHOWN
BY THE RECORD TECHNIQUE

7
245.34±Ac

LOT 1

2
2.02±Ac

3
17.98±Ac

5
20±Ac

1
698.67±Ac.

8
158.54±Ac.

6
160±Ac

9
2.547±Ac

5728.2'

6

5

7

8

S 89° 34' E

NO

25

AGREEMENT NO. 78-16

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
JOSEPH O. WARD, DOROTHY M. WARD
RTE 2, Box 475, WOODLAND CA 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 19 by the County by
Resolution No. 78-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 19____,
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Chmura
CHIEF CLERK OF THE BOARD OF SUPERVISORS

OWNER(S)

James C. Ward
Dorothy M. Ward

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

B. B. Rodgers
DEPUTY

TO 1944 CA (8-74)

(Individual)

STATE OF CALIFORNIA

COUNTY OF Yolo } ss.

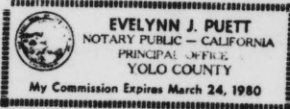
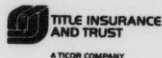
On June 20, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph O. Ward and Dorothy M. Ward, only,

to be the person s whose name s are they subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature

Evelynn J. Puett
Evelynn J. Puett



(This area for official notarial seal)

LAURENCE P. HENIGAN, COUNTY CLERK



RO 19098-037

Record Owner Guarantee Title Insurance and Trust Company

Liability \$100.00

Fee \$ 35.00

Your

Ref.

a California corporation, herein called the Company, guarantees

The County of Yolo

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITIES EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded 9-30-75 Doc. No. 13889 in Book 1162 Page 428 D. T. S. \$ 115.50
In favor of Joseph O. Ward and Dorothy M. Ward, his wife, as Joint Tenants

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

All that real property situate in the County of Yolo, State of California, described as follows:

Lots 16, 15, and the North 1/2 of Lot 14 of I.P. Diggs Subdivision of a part of the Nason Tract, filed March 7, 1891, in book 48 of Deeds, page 334.

A.P. No. 27-160-07

Dated: June 14, 1977 @ 7:30 A.M.

Title Insurance and Trust Company

by *Richard H. Bonlett*

PRESIDENT

Attest:

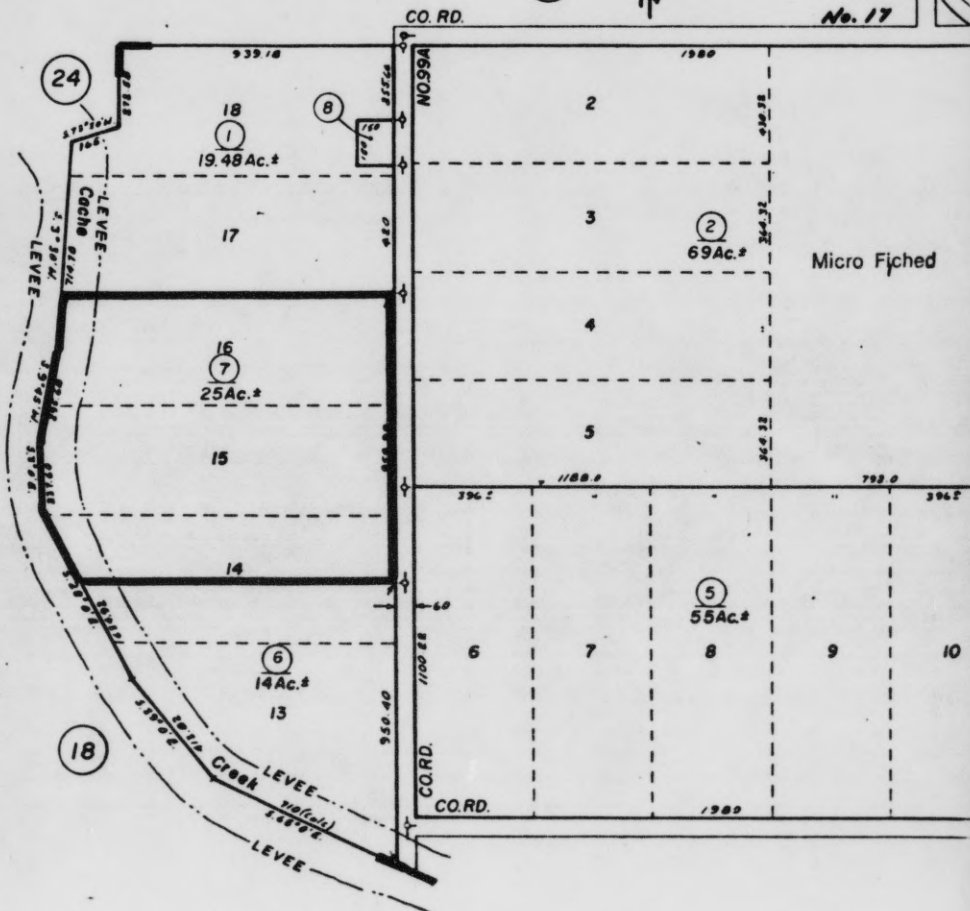
Richard H. Bonlett
Addition to President #19 "Exhibit A"

SECRETARY

POR. RANCHO RI
T. 10 N., R. 2 E.,

24

No. 17



M.&S. Bk.3, Pg.62. Coward's Sub.

NOTE - Asses
Asses

(A)

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 78, by and between
Harry Green
Richard Green
2418-40th Ave. San Francisco, California 94116
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 8 by the County by Resolution No. 78-12, which was filed in the Office of the County Recorder of Yolo County on _____, 1978 and recorded in Volume _____ of Official Records at Page _____, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Filled

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edmunds
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Harry Green
Golden Green

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rogers
DEPUTY

STATE OF CALIFORNIA)

	STATE OF CALIFORNIA, County of <u>San Mateo</u> } ss.
	On <u>June 20</u> , 19 <u>77</u> , before me, the undersigned a
	Notary Public in and for the State of California with principal office in the
	County of <u>San Mateo</u> , personally appeared
	Harry Green and Eleanor Green known to me to be the person <u>s</u> whose name <u>s</u> are subscribed to the within Instrument, and acknowledged to me that they executed the same. WITNESS my hand and official seal.
	SIGNATURE OF NOTARY <u>Audria B. Stiles</u> NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA
	NOTARY'S NAME AND COMMISSION EXPIRATION DATE PRINTED

LAURENCE P. HENIGAN, COUNTY CLERK

LOT BOOK GUARANTEE

FEE FOR GUARANTEE \$40.00

LIABILITY \$100.00

ORDER No. 11-02-39640

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

Micro Fiched

GUARANTEES

HARRY GREEN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated June 3, 1977 at 7:00 o'clock AM

TRANSAMERICA TITLE INSURANCE COMPANY

by

Greg Larson

Assistant Secretary for the Company

DG/km
6-15-77

"Exhibit A"

Addition to Reserve #8

SCHEDULE A

LOT BOOK GUARANTEE

11-02-39640

The assurances referred to on the face page are:

That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name):

Yolo County, State of California

Micro Fiched

Lots 23 and 24 of Amaranth Colony Tract, as shown on the Official Map thereof, filed for record in the Office of the Yolo County Recorder on November 22, 1894 in book 1 of Maps, at page 53.

Excepting therefrom an undivided one-half interest in and to all oil, gas, mineral and other hydrocarbon substances lying therein and thereunder, together with the right to explore for and mine the same and ingress and egress thereto, as reserved by Lillian B. Everett in deed recorded March 2, 1959, in book 565 page 201, Official Records.

~~APN 78-541-21~~ 9-13-77/BTL. APN 60-060-34

A. The last recorded instrument purporting to transfer title to said real property is:

The Deed to HARRY GREEN and ELEANOR GREEN, his wife, as joint tenants.

B. There are no mortgages or deeds of trust which purport to affect said real property, other than those shown below under Exceptions.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

Exceptions:

NONE

NOTE - Assessor's Block Numbers
Assessor's Parcel Number

AGREEMENT NO. 28-18

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1928, by and between
H. E. SHELL

13260 Trail Hollow, Houston, Texas 77079
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 39 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1928
and recorded in Volume _____ of Official Records at Page _____
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Micro Fiched

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

H.E. Shier

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978 before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA } ss.
COUNTY OF YOLO }

On this 16th day of June, 1977, before me, KATHLEEN B. WERTMAN, Notary Public, duly commissioned and sworn, personally appeared H. E. SHELL, known to me to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day year first above written.

Kathleen B. Wertman
Notary Public in and for said
County and State of California.

Micro Fiched



COMBINATION GUARANTEE

71 1714

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 73923 BR

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

N. F. SHELL

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 14, 1977 @ 8:00 a.m., in the County of Yolo, State of California

Countersigned:



Vice President

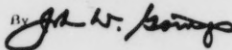
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserv # 39 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 73223 SP

Effective Date: June 14, 1977 9:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

M. E. SHELL

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

Micro Fiched

M. E. SHELL

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

All that real property situate in the State of California, County of Yolo,
described as follows:

The North 28.28 acres of the South half of the North half of the Northwest
Quarter of Section 14, Township 8 North, Range 1 West, N.D.B. & M.

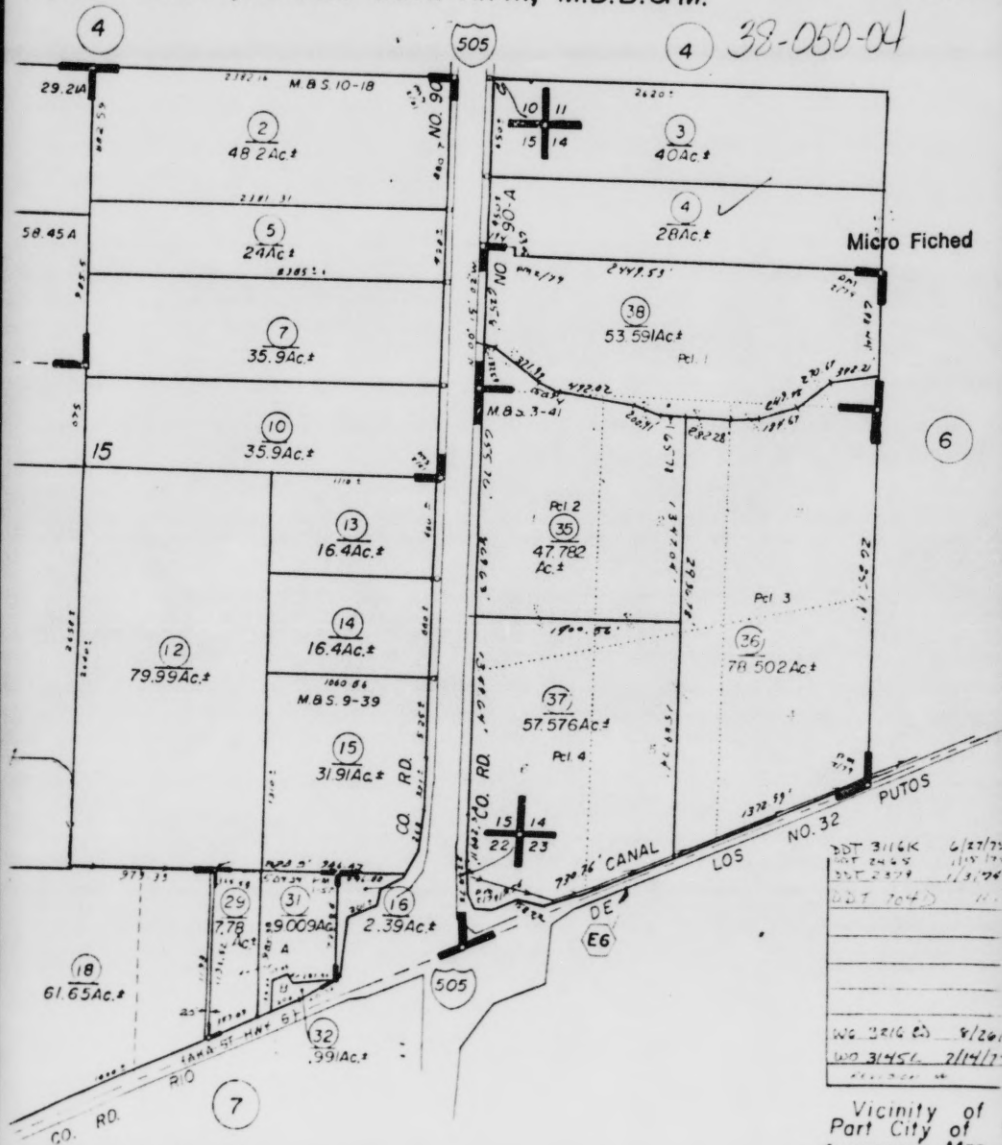
EXCEPTING THEREFROM a parcel of land 194 feet East and West by 63.45 feet
North and South, containing 0.28 acre, and being in the Southwest corner
of the said 28.28 acre tract.

ALSO EXCEPTING therefrom 49% of all oil, gas and other hydrocarbon substances in
or under the above described property, as reserved by Edna D. Zentner, in deed
recorded April 11, 1961, Book 632, Page 538, Yolo County Records.

NOTE: Parcel No. 38-050-04

CAUTION-These maps
used for len

38-050-04



k. 3, Pg. 37- Sec 22, TBN, RIW, MDM

Vicinity of
Part City of
Assessor's Map
County of Yo

NOTE - Assessor's Block Numbers Shown in Ellipses

AGREEMENT NO. 78-19

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 78, by and between _____
Mabel G. Hansen

745 Carrot St., Albany, CA 94706
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 23 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1978
and recorded in Volume _____ of Official Records at Page _____
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Mabel F. Hansen

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors. Micro Fiched

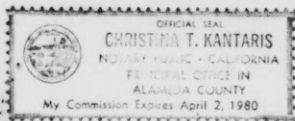
Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Balala Rodgers
DEPUTY

STATE OF CALIFORNIA)
COUNTY OF Alameda) ss.



On this 23 day of June in the year one thousand nine
hundred and 77 before me, Christina T Kantaris,
a Notary Public, State of California, duly commissioned and sworn, personally
appeared Mabel F Hansen

known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the Alameda County of California the day and year
in this certificate first above written.

Christina T Kantaris
Notary Public, State of California
My commission expires 1-2-80

LAURENCE P. HENIGAN, COUNTY CLERK

Record Owner Guarantee
Title Insurance and Trust Company

Liability \$100.00

Fee \$ 35.00

Your

Ref. Hansen Mabel F.

a California corporation, herein called the Company, guarantees

County of Yolo

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded 2-19-62 Doc. No. 1880 in Book 665 Page 329 D. T. S. \$ none
8-3-71 9739 986 192 none
In favor of Mabel F. Hansen, as her sole and separate property

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

All that real property situate in the County of Yolo, State of California, described as follows:

Lot 27, Cadenasso Colony Tract, filed July 13, 1892, in book 1 of Maps, page 29, Yolo County Records.

EXCEPTING THEREFROM, that portion thereof described in the deed to William Henderson Merrin, et. ux., recorded March 24, 1961, in book 631 of Official Records, page 143.

A.P. No. 48-060-01 & 03

Dated: June 15, 1977 @ 7:30 A.M.

Title Insurance and Trust Company

by

PRESIDENT

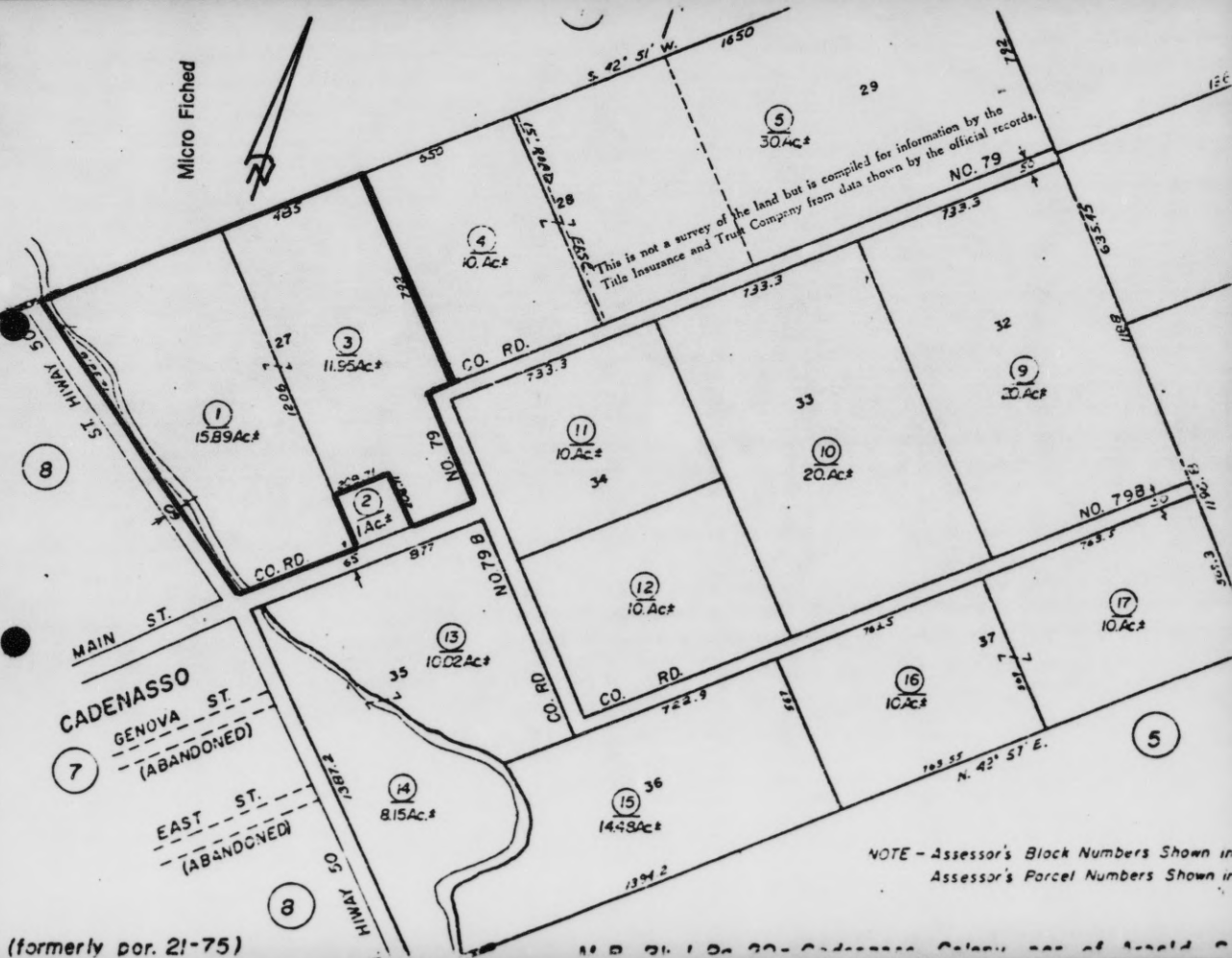
Attest:

SECRETARY

Addition to Preserve # 23 "Exhibit A"

48-06

Micro Fiched



AGREEMENT NO. 28-20

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
David John Connolly, Police 95637
William Connolly

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse, Micro Fiched
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 8 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on 1978
and recorded in Volume _____ of Official Records at Page _____
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edmonds
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Frank John Conell
Thomas Conell

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a Micro Fiched resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Bailana Rodgers
DEPUTY

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On this June 28, 1977, before me the undersigned County Clerk of the County of Yolo, personally appeared Frank John & Vivian Comolli, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 28th day of June, 1977.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Bailana Rodgers
DEPUTY

COMBINATION GUARANTEE

71 1720

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 73943

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

FRANK JOHN COMOLLI AND VIVIAN COMOLLI

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 20, 1977 @ 8:00 a.m., in the County of Yolo,

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By *RH Martin*

President

By *John W. Koenig*

Secretary

Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Presume #8 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 73943

Effective Date: June 20, 1977 @ 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

FRANK JOHN COMOLLI AND VIVIAN COMOLLI, his wife, as joint tenants

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

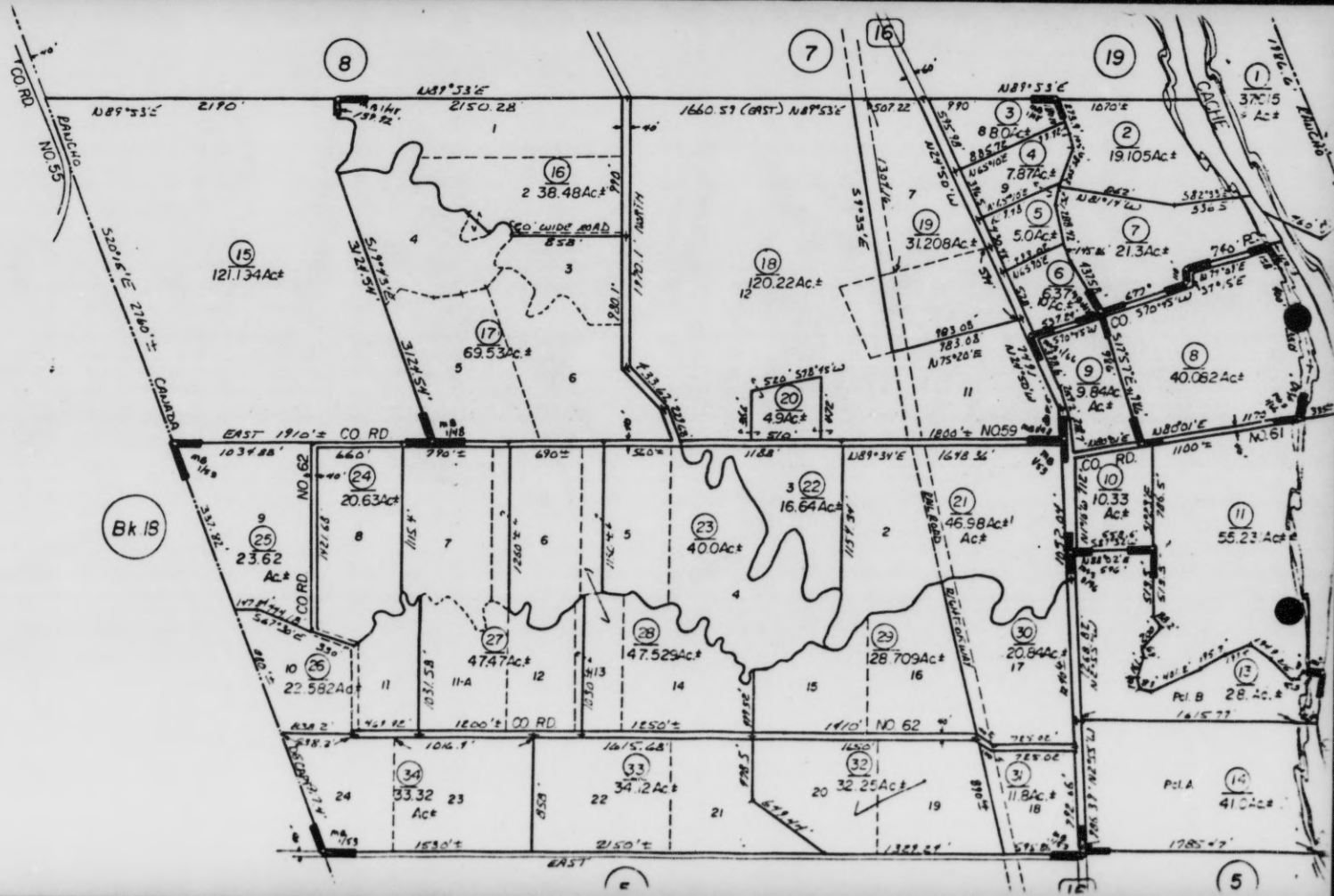
Micro Fiched

DESCRIPTION

All that real property situate in the State of California, County of Yolo,
described as follows:

Lots 19 and 20, AMARANTH COLONY TRACT, filed November 22, 1894, Book 1 of
Maps, Page 53, Yolo County Records.

NOTE: This Guarantee is limited to the above described property.
The 1977-78 Yolo County Assessor's Roll designates the herein described
property as Assessment Parcel No. 60-060-32.



LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between _____
Robert Lee and Nancy E. Lea
608 College
Woodland, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 3 by the County by Resolution No. 78-12, which was filed in the Office of the County Recorder of Yolo County on _____, 1978 and recorded in Volume _____ of Official Records at Page _____, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edmunds
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)
Robert Lee
Marjorie Lee

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

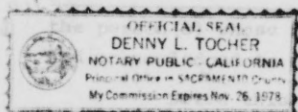
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara B. Rogers
DEPUTY

STATE OF CALIFORNIA,

County of SACRAMENTO }

On this 23rd day of June in the year one thousand nine hundred and seventy-seven
before me, DENNY L. TOCHER, a Notary Public,
State of California, duly commissioned and sworn, personally appeared
ROBERT LEA and NANCY F. LEA



known to me to be the person^s whose name^s are subscribed to the within instrument
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the Sacramento County of Sacramento the day and year in this
certificate first above written.

Denny L. Tocher
DENNY L. TOCHER

Notary Public, State of California.

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1109) 4725

My Commission Expires November 26, 1978

LAURENCE P. HENIGAN, COUNTY CLERK



RO

Record Owner Guarantee Title Insurance and Trust Company

Liability \$100.00

a California corporation, herein called the Company, guarantees

Fee \$ 35.00

Your

The County of Yolo

Ref. AP #27-190-17, 22 and 23

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: a deed

Doc. recorded 1-3-73 Doc. No. 103 in Book 1046 Page 177 D. T. S. \$88.00

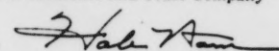
In favor of Robert Lea and Nancy F. Lea, his wife, as Community Property

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

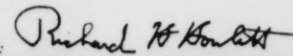
DESCRIPTION: see attached

Dated: June 13, 1977 @ 7:30 A.M.

Title Insurance and Trust Company

by 

PRESIDENT

Attest: 

Addition to Process # 3 "Exhibit A" SECRETARY

The land referred to herein is described as follows:

All that real property situate in the County of Yolo, State of California, described as follows:

Parcel One:

Lots 15, 16, and the East 250 feet of Lot 17, of the Hall and Brownell Subdivision of the portion of the Rancho Rio de Jesus Maria, as shown by the plat of said subdivision, recorded in the office of the County Recorder of the County of Yolo, State of California, in book 46 of Deeds, page 74, on February 21, 1890.

Micro Fiched

ALSO a tract bounded by a line beginning in the Southeast corner of Lot 14 of Hall and Brownell Subdivision as shown by the plat of said Subdivision on file and of record in the office of the County Recorder of the County of Yolo, State of California, running thence South 0° 5' West to the center of Cache Creek; thence North 79° 21' East along the middle of Cache Creek 363.7 feet to a point on the Easterly boundary of Lots B and C of Cramer lots extended Southerly; thence North 0° 5' East 1177.5 feet to an iron pipe in the Southeast corner of said Cramer lot C; thence North 89° 42' West to the place of beginning; being a part of lots D and E of the Cramer Lands, according to the Map or Plat thereof, on file in the Office of the County Recorder of Yolo County, in Book 4 of Maps and Surveys, page 62.

EXCEPTING AND RESERVING THEREFROM an undivided one-half interest in and to all minerals, mineral deposits, oil, gas and other hydrocarbon substances of every kind and character, in and upon said premises with the continuing right of entry for the full enjoyment of said rights, as reserved in that certain Grant Deed executed by Gladys V. Hayden to Russell F. Fiddymment and Jean H. Fiddymment, his wife, on February 9, 1965, and recorded March 4, 1965, in book 790 of Yolo County Official Records, page 544.

Parcel Two:

All that certain 3.25 acre parcel of land, being a portion of lots 17 and 18 of Hall and Brownell Subdivision as shown in book 46 of Deeds at page 74 in the office of the Recorder of the County of Yolo, State of California, and being more particularly described as follows:

Beginning at an iron monument which marks the Southerly corner common to Lots 5 and 6 of Hall and Brownells Subdivision, as shown on Maps and Surveys Book 9 at page 16 of Yolo County Records; thence from said point of beginning North 89° 29' 06" East along the center line of County Road No. 17 a distance of 909.65 feet to the true point of beginning; thence from said true point of beginning North 89° 29' 06" East 159.03 feet to a point which is 130 feet Easterly of the Westerly line of Lot 17; thence South 0° 55' 50" East 891.95 feet; thence South 89° 29' 06" West 159.03 feet; thence North 0° 55' 50" West along

a line which is parallel to and 29.03 feet Westerly of the
Easterly line of lot 18, for a distance of 891.95 feet to the point
of beginning.

Micro Fiched

AGREEMENT NO. 78-22

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 78, by and between _____
Doris W. Laughlin
5300 Argo way
Sacramento, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 3 by the County by
Resolution No. 78-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1978
and recorded in Volume _____ of Official Records at Page _____
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Donis W. Laughlin

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Micro Fiched

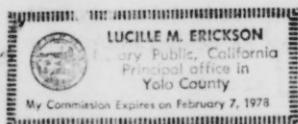
Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Balanda Rodgers
DEPUTY

STATE OF CALIFORNIA)
COUNTY OF Yolo) ss.



On this 28th day of June in the year one thousand nine
hundred and 77 before me, the undersigned,
a Notary Public, State of California, duly commissioned and sworn, personally
appeared Doris W. Laughlin

known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the County of Yolo the day and year
in this certificate first above written.

Lucille M. Erickson
Notary Public, State of California
My commission expires

Cowdery's Form No. 32 - Acknowledgement - General (C. C. Sec. 1190a)

Printed 12/72

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 1718

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 73930-CJ

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

DORIS W. LAUGHLIN

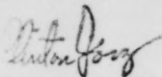
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 16, 1977 @ 8:00 a.m., in the County of YOLO

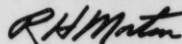
Countersigned:



Vice President

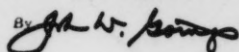
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Presume #3 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 73930-CJ

Effective Date: June 16, 1977 @ 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
YOLO County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

DORIS W. LAUGHLIN

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

DESCRIPTION

All that real property situate in the State of California, County of Yolo, described as follows:

Lot 2, 3, 4 and 9 of HALL & BROWNELL'S SUBDIVISION of a portion of Rancho Rio de Jesus Maria, filed February 21, 1890, Book 46 of Deeds, Page 74, Yolo County Records.

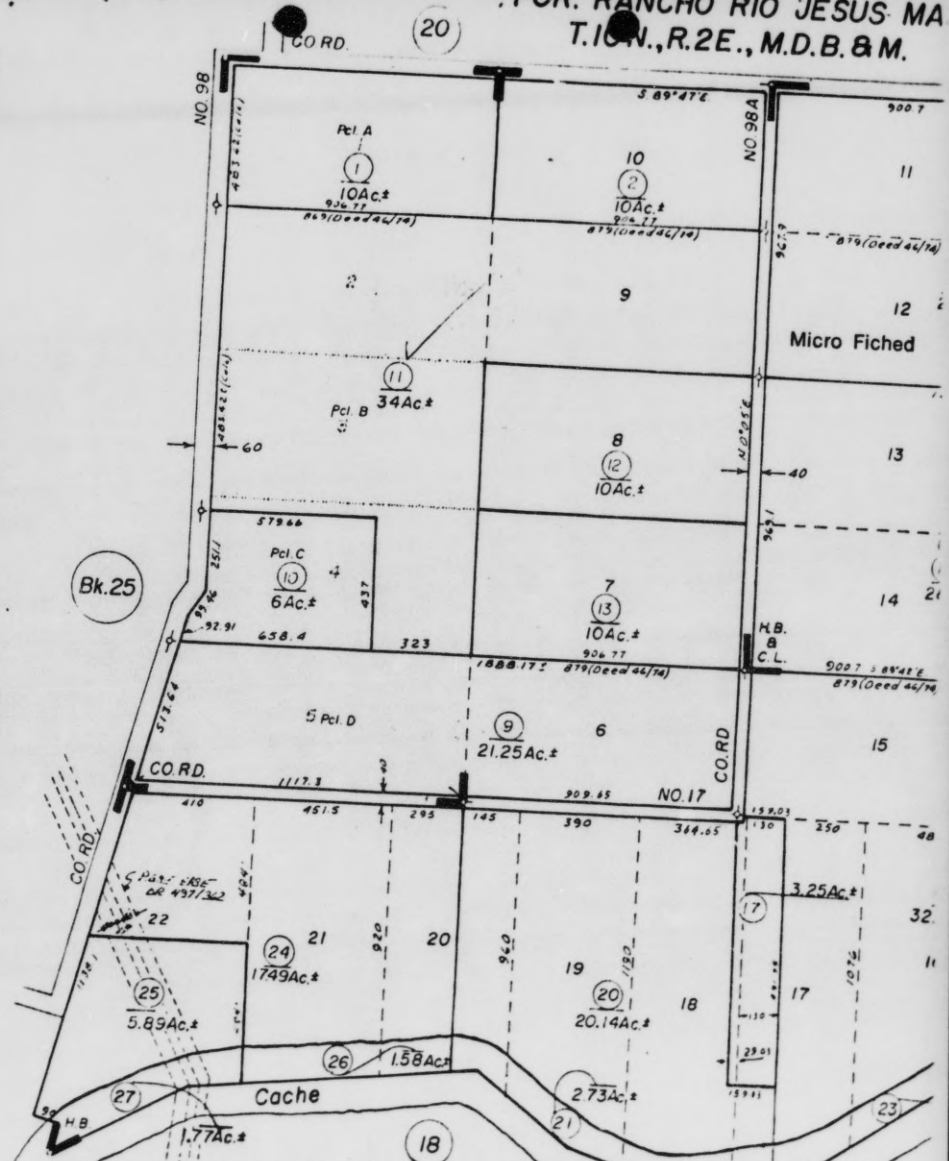
SAVING AND EXCEPTING from said Lot 4 that portion thereof described as follows: That tract bounded by a line commencing at a point 223 feet West and 38 2/3rds feet South of the Northeast corner of said Lot 4; thence West parallel to and 38 2/3rds feet South of the North line of said Lot 4, 580 feet to the center of the County Road; thence Southerly along the center of said County Road to the South line of Lot 4 aforesaid; thence East 660 feet, along the South line of said Lot 4; thence North 437 feet to the point of commencement.

NOTE:

This guarantee is limited to the herein described property.

The 1977-78 Assessor's roll designates the above described property as Assessment Parcel No. 27-190-11.

POR. RANCHO RIO JESUS MA
T.10N., R.2E., M.D.B. & M.



Deeds Bk. 46, Pg. 76 - Hall & Brownell Sub.
M & S. Bk. 4, Pg. 58 & 62 - Criner Lands
M & S. Bk. 9, Pg. 16 - Hall & Brownell Subd.

(Formerly Por.)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY William H. Rhonda
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Joseph Gallardo Jr.
Edna H. Ballard

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers
DEPUTY

TO 1944 CA (18-74)

(Individual)

STATE OF CALIFORNIA

COUNTY OF Yolo } ss.

On 6-27-77

before me, the undersigned, a Notary Public in and for said

State, personally appeared Joseph Gallardo, Jr. and Edna H.

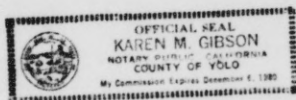
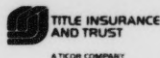
Gallardo

known to me
to be the person s whose names are subscribed
to the within instrument and acknowledged that they
executed the same.

WITNESS my hand and official seal.

Signature

Karen M. Gibson



(This area for official notarial seal)

LAURENCE P. HENIGAN, COUNTY CLERK



RO 19198-055

Record Owner Guarantee Title Insurance and Trust Company

a California corporation, herein called the Company, guarantees

THE COUNTY OF YOLO

Liability \$100.00

Fee \$ 35.00

Your

Ref. GALLARDO, JOSEPH, JR

Parcel No.: 49-210-02

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: **a Deed**

Doc. recorded 11-9-60 Doc. No. 10542 in Book 619 Page 23 D. T. S. \$

In favor of

**JOSEPH GALLARDO, JR., and EDNA H. GALLARDO, his wife
as joint tenants**

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE
A PART HEREOF.

Dated: June 22, 1977 7:30 A.M.

Title Insurance and Trust Company

by

Val A. ...

PRESIDENT

Attest:

Richard H. ...

SECRETARY

Addition to Reserve #42

EXHIBIT "A"

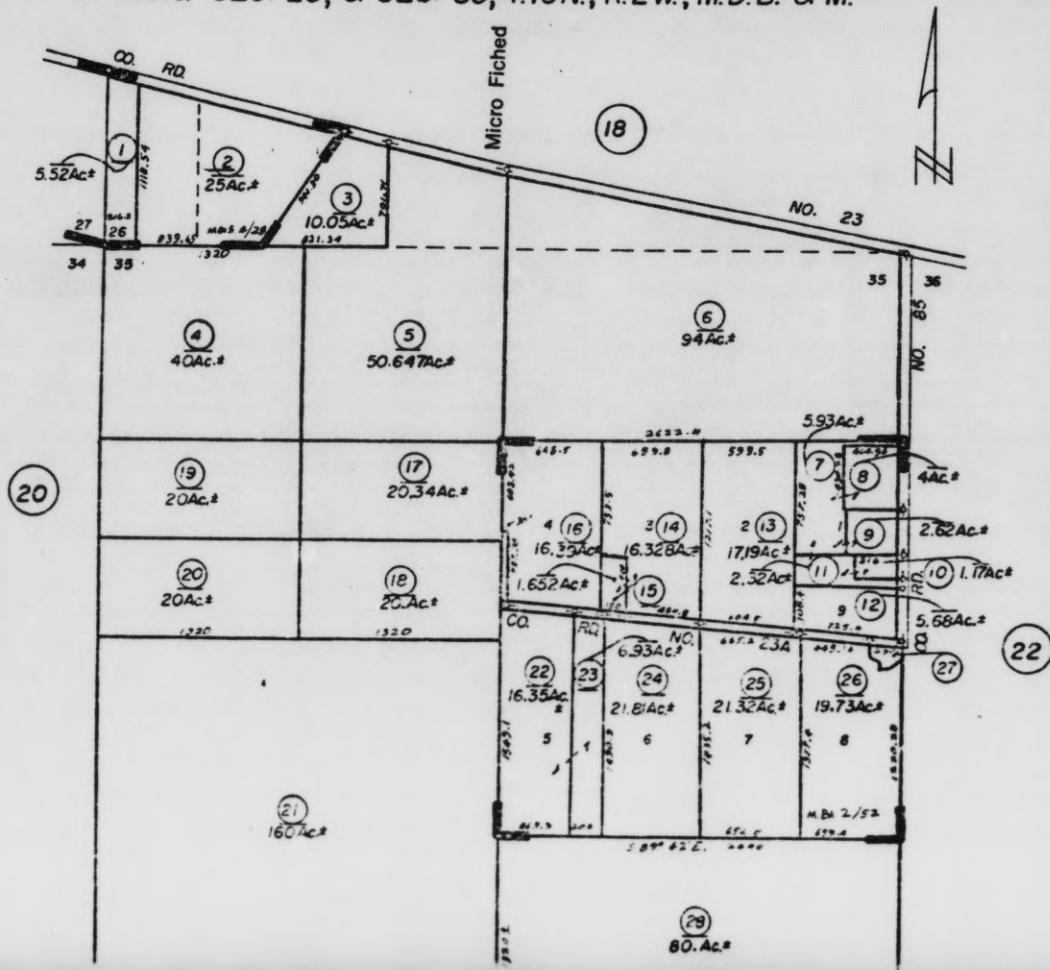
D E S C R I P T I O N

All that real property situate in the County of Yolo,
State of California, described as follows:

PARCEL ONE: Commencing at an iron pin in the South line of Fractional Section 26, Township 10 North, Range 2 West, M.D.B.&M., South 89° 57' East 216 feet from the Southwest corner of said Section 26' and running thence North 1118.14 feet to an iron pin at the point of intersection with the South line of Rancho Canada de Capay; thence South 76° 15' East down and along said South line of said Rancho 419.85 feet to an iron pin; thence South 1018.3 feet to an iron pin in the South line of said Section 26' thence North 89° 57' West along the said South line of said Section 26, 407.8 feet to the point of commencement. Micro Fiched

PARCEL TWO: Commencing at an iron pin in the South line of Fractional Section 26, Township 10 North, Range 2 West, M.D.B.&M., South 89° 57' East 624 feet from the Southwest corner of said Section 26' and running thence North 1018.3 feet to an iron pin at the point of intersection with the South line of Rancho Canada de Capay; thence South 76° 15' East down and along the said South line of said Rancho 978.3 feet to an iron pin; thence South 33° 25' West 941.3 feet to an iron pin in the South line of aforementioned Section 26' thence North 89° 57' West along said South line 431.85 feet to the point of commencement.

FRAC. SEC. 26, & SEC. 35, T.10N., R.2W., M.D.B. & M.



LAND USE CONTRACT

THIS LAND USE CONTR. CT, made and entered into this 31st
day of January, 1978, by and between
Louis V. Cramer, Rt. 2 - Box 540 Woodland, Calif. 95695
Jack Louis Cramer 734 N. Cross St. Woodland, Calif. 95695
Galvin Louis Cramer P.O. Box 308 Pioneer, Calif. 95666
Valdemar Cramer (Neyman) P.O. Box 386 Mokilly, Oregon 97038
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 3 by the County by
Resolution No. 78-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1978,
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

*Witnessed Golden
Chomere signature - 10/17/81
Anastasia Golden
Commissioner expires
2-28-81
(SEAL)*

COUNTY OF YOLO

BY *Arthur H. Edwards*
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Louis Vernon Brown
William Brown
Robert Brown
Jack Brown

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors. Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA)
COUNTY OF Yolo) ss.

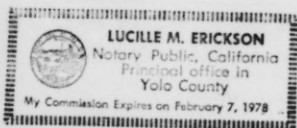
On this 29th day of June, in the year one thousand nine hundred and 77, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Louis Vernon Cramer and Jack Louis Cramer

known to me to be the person s whose name s ARE subscribed to the within instrument and acknowledged to me that s he/... executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

My commission expires

Printed 12/72



Cowdery's Form No. 32-Acknowledgement - General (C. C. Sec. 1190a)

STATE OF CALIFORNIA
COUNTY OF Amador

ss

ON June 27, 19 77, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Patricia Louise Capanich

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s he executed the same.

Notary's Signature

Emma R. Howell

GENERAL ACKNOWLEDGMENT

Form No. 14

COMBINATION GUARANTEE

71 1726

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 74064

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY

a corporation, herein called the Company

Micro Fiched

GUARANTEES

LOUIS VERNON CRAMER, PATRICIA LOUISE CEPANICH, VALDEAN CRAMER and JACK LOUIS CRAMER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

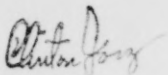
LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 20, 1977 @ 8:00 am

, in the County of YOLO

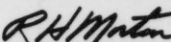
Countersigned:



Vice President

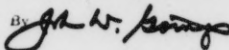
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Premium # 3

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74064

Effective Date: June 20, 1977 @ 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

LOUIS VERNON CRAMER, for the term of his natural life, with remainder over,
to PATRICIA LOUISE CEPANICH, VALDEAN CRAMER and JACK LOUIS CRAMER

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

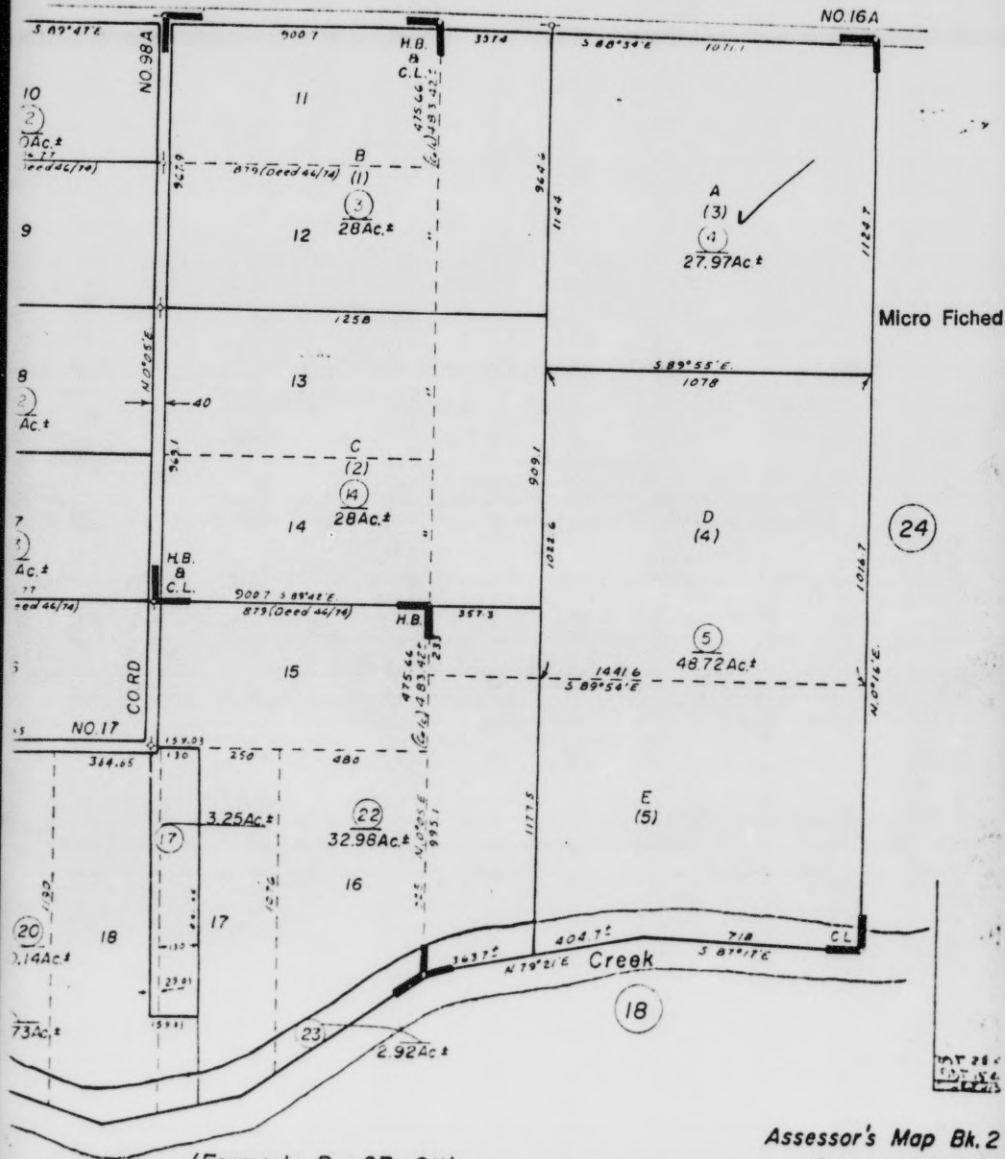
All that real property situate in the State of California, County of Yolo,
described as follows:

Lot "A" of the CRAMER LANDS as shown on page 62 of Volume 4 of Maps and Surveys
of Yolo County; and being more particularly described as bounded by a line be-
ginning at a point on the North boundary of the South Half of Section 6,
township 10 North Range, 2 East, M.D.B. & M., which is North 88° 54' West
25 feet from the Northwest corner of the G.B. Eustis Subdivision as it is
shown on page 25 of map book 2 of Yolo County Records, and running thence
North 88° 54' West, 1071.1 feet to a 1 inch by 24 inch iron pipe; thence South
0° 05' West 1144.1 feet; thence South 89° 55' East, 1078.0 feet to a point which
is 25 feet Westerly from the West boundary of the said G.B. Eustis Subdivision
thence North 0° 16 1/2' West, 1124.7 feet to the point of beginning, containing
27.97 acres of land and being a part of the South 1/2 of Section 6, Township
10 North Range 2 East, M.D.B. & M.

NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above
described property at Assessment Parcel No. 27-190-04.

CAUTION- These maps ARE NOT to be used for legal descriptions.



(Formerly Por. 27-011)

Assessor's Map Bk. 2
County of Yolo, (

NOTE - Assessor's Block Numbers Shown in Ellipse

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
David E. Egbert and Joann Egbert
20 E. Baker Street
Winters, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 41 by the County by
Resolution No. 21-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1978,
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

David R. Ricket
Joan Ricket

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 1-31, 1972 before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Paula R. Egbert
DEPUTY

STATE OF CALIFORNIA
COUNTY OF YOLO

ss.

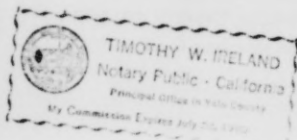
On this 15 day of July in the year one thousand nine
hundred and 72 before me, Timothy W. Ireland,
a Notary Public, State of California, duly commissioned and sworn, personally
appeared PAULA R. EGERT & JOANNE EGERT

known to me to be the person whose name ALL subscribed to the within
instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the County of YOLO the day and year
in this certificate first above written.

Timothy W. Ireland
Notary Public, State of California

My commission expires 7-28-80



Cowdery's Form No. 32 - Acknowledgement - General (C. C. Sec. 1190a)

LAURENCE P. HENIGAN, COUNTY CLERK



RO 19098-036

Record Owner Guarantee
Title Insurance and Trust Company

a California corporation, herein called the Company, guarantees
The County of Yolo

Liability \$100.00

Fee \$ 35.00

Your

Ref. Egbert, David R. & Joann

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded 9-15-76 Doc. No. 15717 in Book 1210 Page 165 D. T. S. \$25.30
In favor of David R. Egbert and Joann Egbert, his wife, as Community Property

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

All that real property situate in the County of Yolo, State of California, described as follows:

Lots 9 and 17, Goodnow-Parker Almond Subdivision, filed September 2, 1913, in book 3 of Maps, page 1, Yolo County Records.

A.P. No.: 61-180-07

Dated: June 14, 1977 @ 7:30 A.M.

Title Insurance and Trust Company

by *Hal Ann*

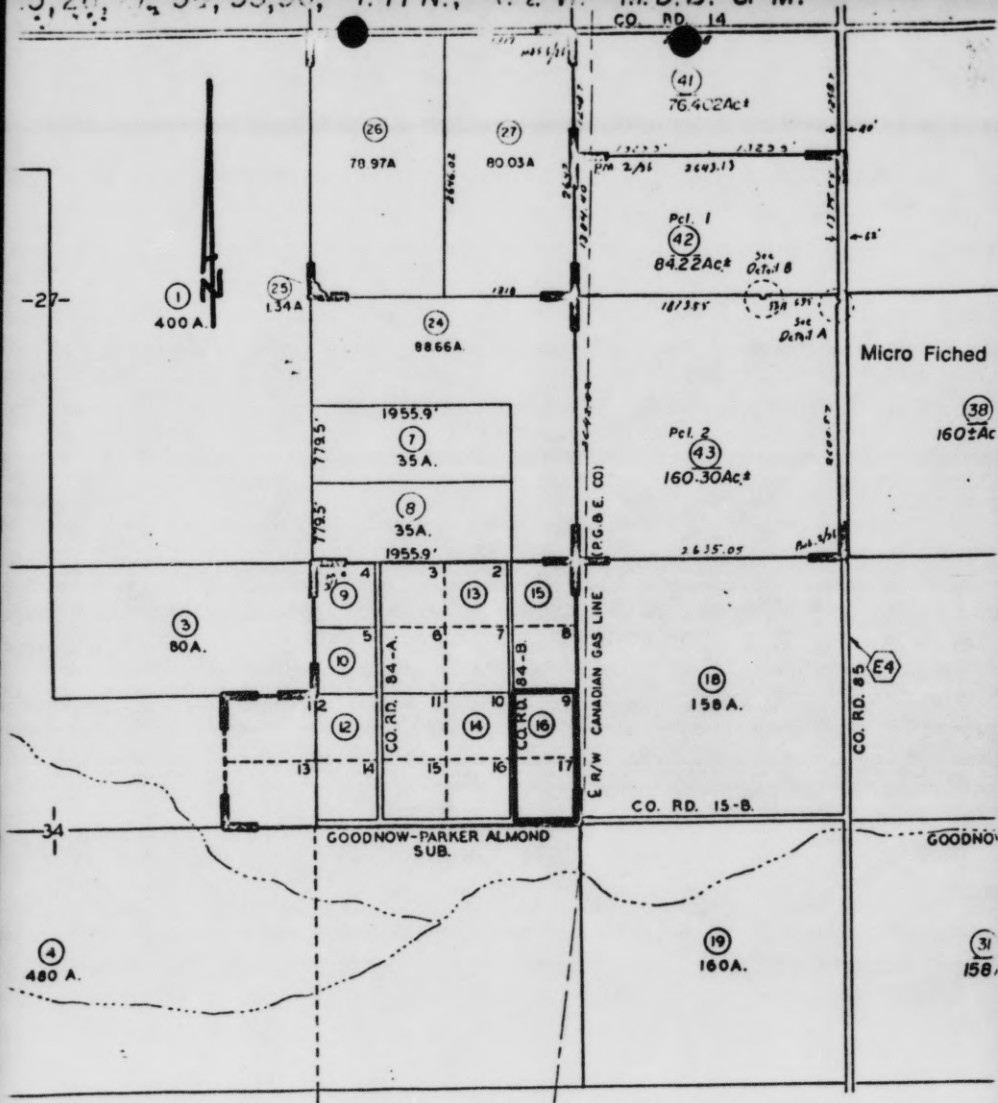
PRESIDENT

"Exhibit A"

Addition to Preserve # 41
AMCIS: *Richard H. Bonlett*

SECRETARY

25, 26, 27, 34, 35, 36, 1.11 N., v. 2 W. M.D.D. G. M.



1— Goodnow - Parker Almond Sub.

1. 26- N.W. 1/4 Sec. 26 T.11N., R.2W. M.D.B&M.

3 - Edward O. Gammel Ppty.

g.21-Goodnow-Parker Almond Subd.

This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official record.

NOTE - Assessor's Block Numbers Shown
Assessor's Parcel Numbers Shown

AGREEMENT NO. 78-26

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between _____
Ernest Muller & Mary Irene Muller
Rt. 3, Box 915
Woodland, CA 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 13 by the County by Resolution No. 28-12, which was filed in the Office of the County Recorder of Yolo County on 1978, and recorded in Volume of Official Records at Page , (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur McManis
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Ernest Muller
May Anne Muller

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Baile and Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this July 5, 1977, before me the under-
signed County Clerk of the County of Yolo, personally appeared
Erdest & Mary Irene Muller, known to me to be
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this 5th day of July, 1977.

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Baile and Rodgers
DEPUTY

C

GUARANTEE



First American Title Insurance Company

HOME OFFICE 421 NORTH MAIN STREET, SANTA ANA, CALIFORNIA 92701 • AREA 714/547-6892

Y

J 59683

1347(11/80)

GUARANTEE

LIABILITY \$ 100.00
FEE \$ 35.00

ORDER NO. 3716 GU
YOUR REF. Ag Preserve

First American Title Insurance Company

a corporation, herein called the Company,

GUARANTEES

COUNTY OF YOLO

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

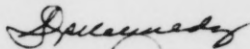
1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

Dated: June 22, 1977 at 7:30 A.M.

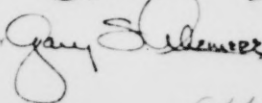
First American Title Insurance Company

BY



PRESIDENT

BY



ASSISTANT SECRETARY



Addition to A-P-13 "Exhibit A"

SCHEDULE A

PROPERTY SEARCH GUARANTEE

ORDER NO. 3716 GU

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1976 with respect to the name(s) of

Ernest Muller
Mary Irene Muller

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property situate in the State of California, County of Yolo, described as follows:

The South 10 acres of Lot 25, and the North 15 acres of Lot 26 of Clanton's Subdivision of Willow Oak Park, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on October 23, 1883, in Book 35 of Deeds at page 396.

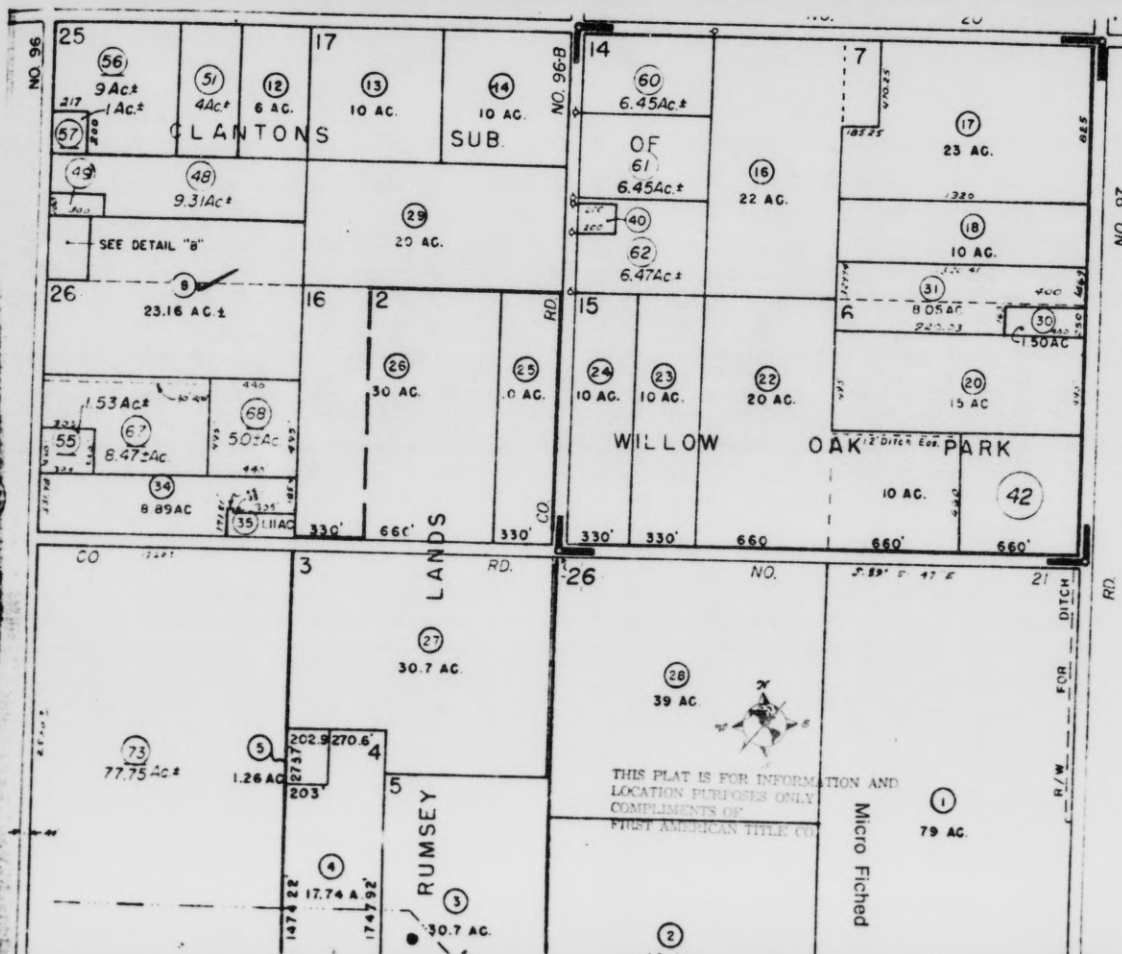
EXCEPTING THEREFROM that portion conveyed to Charles R. Johnsen, et ux, in Deed recorded August 20, 1957, in Book 520, Page 585, Official Records.

Assessor's Parcel No. 25-130-8

And that, according to the indices of the County Recorder of said County subsequent to with respect to said name, the following described mortgages and deeds of trust were acquired in the above name(s) and have not thereafter been assigned nor fully released or reconveyed:

No included in this Guarantee

NOTE: This Guarantee covers A.P. 25-130-8 only



North

38

AGREEMENT NO. 28-22

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 3/25
day of January, 1978, by and between
ANDREW FREDERICK HALLER & ALICE G. HALLER
RT. 3 Box 672, Woodland, CA. 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 71 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on 1978
and recorded in Volume of Official Records at Page
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur D. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Andrew Frederick Haller
Chris G. Haller

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 431, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this July 7, 1977, before me the under-
signed County Clerk of the County of Yolo, personally appeared
Andrew Frederick and Alice G. Haller, known to me to be
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this 7th day of July, 19 77.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

COMBINATION GUARANTEE

71 1/22

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 74063

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

ANDREW FREDERICK HALLER AND ALICE G. HALLER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 20, 1977 @ 8:00 a.m., in the County of Yolo

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

R.H. Martin

President

By

John W. Springs

Secretary

Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to A-P-

71. Exhibit A

WESTON TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74953

Effective Date: June 20, 1977 @ 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

Andrew Frederick Haller and Alice G. Haller, his wife, as joint tenants

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

Micro Fiched

All that real property situate in the State of California, County of Yolo,
described as follows:

Lot No. Nineteen (19) and Twenty (20) of Hoppin's Subdivision of a portion of
the Grant to J. M. Harbin et al., as shown by the Map of said Subdivision, as
amended by the Bank of Yolo, on file in the office of the County Recorder
of said Yolo County, California, Reserving, however, a right of way for an
irrigation ditch over said land, 10 feet in width on the bottom, and also
excepting the Right of Way over said Lot 19 for the main Ditch of the Yolo
County Consolidated Water Company, 100 feet in width.

ALSO Lot No. 40 of Map of Hoppin's Subdivision of a portion of the Grant to
J. M. Harbin et al., on file in the County Recorder's Office of Yolo County,
California, containing Eleven acres of land, more or less, Reserving, however,
the right of way for the main ditch of the Yolo County Consolidated Water
Company, as already laid out over said land.

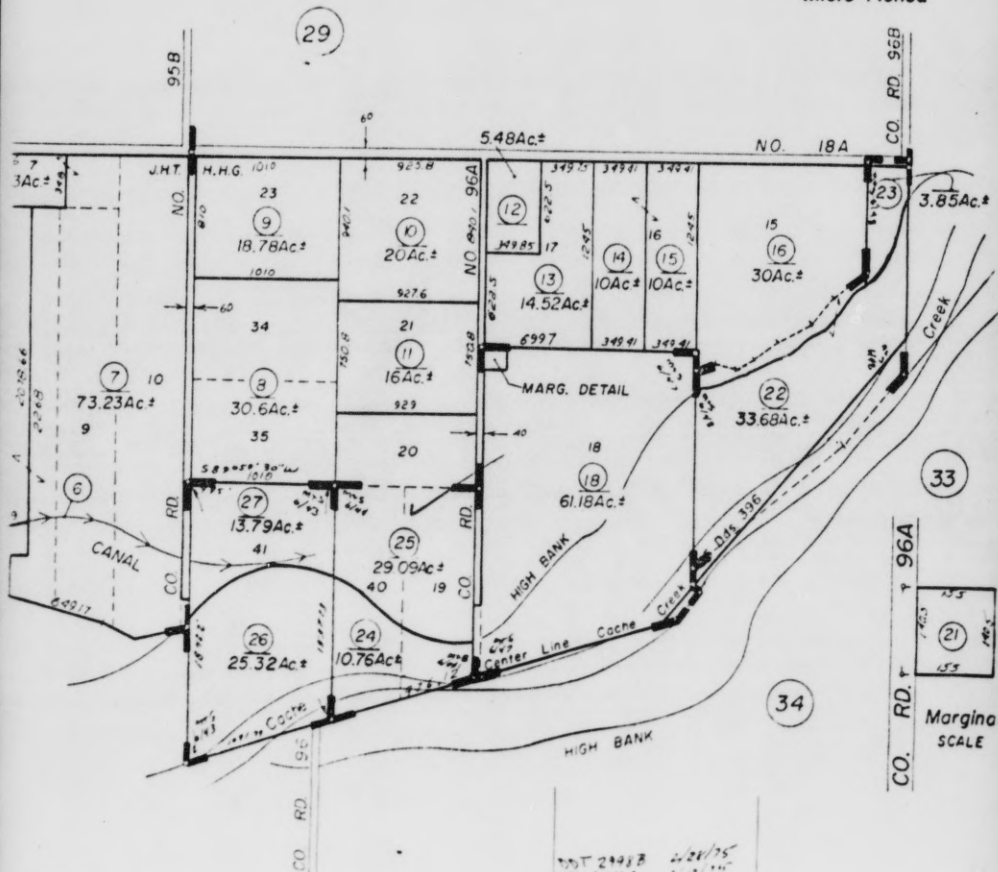
NOTE: This Guarantee is limited to the above described property

The 1977-78 Yolo County Assessor's Roll designates the above described
property as Assessment Parcel No. 25-300-25, Code Area 87-081.

RIO JESUS MARIA TION., R.1E., M.D.B.&M.

CAUTION-These maps ARE NOT to be used for legal descriptions.

Micro Fiched



Grant

Assessor's
County

NOTE - Assessor's Block Numbers Shown in Ellipses

AGREEMENT NO. 78-28

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between _____

William B. Schoeningh and Edna L. Schoeningh

Route 1, Box 1776, Davis, CA 95616

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 33 by the County by
Resolution No. 78-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1978
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

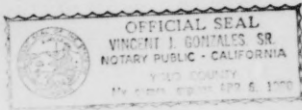
(SEAL)

BY

Arthur H. Chavira
CHIEF OF THE BOARD OF SUPERVISORS

OWNER(S)

William B. Schorring
Edna S. Schorring



STATE OF CALIFORNIA.)
COUNTY OF YOLO } ss.

On 1-31, 1928 before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Baileus Rodgers
DEPUTY

STATE OF CALIFORNIA.

County of Yolo } ss.

On this 21st day of June in the year
one thousand nine hundred and seventy-seven before me,
Vincent J. Gonzales, Sr., a Notary Public,
State of California, duly commissioned and sworn, personally appeared William B.
Schoeninger and Edna L. Schoeninger

known to me to be the person s whose name s subscribed to the within instrument,
and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the said County of Yolo the day and
year in this certificate first above written.

Vincent J. Gonzales, Sr.
Notary Public, State of California. My Commission Expires April 6, 1920

Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189)

PRINTED 11/23/25 61-0322

LAURENCE P. HENIGAN, COUNTY CLERK



RO 19198-005

Record Owner Guarantee
Title Insurance and Trust Company

a California corporation, herein called the Company, guarantees

THE COUNTY OF YOLO

Liability \$100.00

Fee \$ 35.00

Your

Ref. Schoeningh, Wm.

Parcel # 41-020-31

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: Deed

Doc. recorded 6-24-74 Doc. No. 8935 in Book 1108 Page 488 D.T.S. \$ 176.00

and Doc. recorded 6-24-74, Doc. # 8936 in Book 1108 OR 490 pg.

In Favor Of: William B. Schoeningh and Edna L. Schoeningh, husband and wife as community property

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

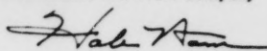
DESCRIPTION:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

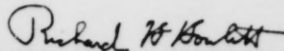
Dated: June 1, 1977 @ 7:30 A.M.

Addition to A-P-33

Title Insurance and Trust Company

by 

PRESIDENT

Assn: 

SECRETARY

EXHIBIT "A"

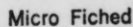
D E S C R I P T I O N

All that real property situate in the County of Yolo, State of California, described as follows:

A portion of the Southwest Quarter of Section 9, Township 9 North, Range 2 East, M.D.B. & M., Yolo County, California, as shown on that map filed in Book 10 of Maps and Surveys at page 27, Yolo County Records, and being more particularly described as follows:

Micro Fiched

BEGINNING at a point on the State of California property line that is distant the following (2) courses from the West Quarter Corner of said Section as same appears on said Map, (1) South $89^{\circ} 37' 12''$ East 2638.10 feet and (2) South $00^{\circ} 52' 09''$ West 131.52 feet, thence from said point of beginning and extending along the said State of California property line the following (3) courses, (1) South $13^{\circ} 19' 20''$ West 164.55 feet, (2) Southwesterly along curve to the left having a radius of 1042.00 feet, through a central angle of $12^{\circ} 27' 11''$, and an arc distance of 226.48 feet, and (3) South $00^{\circ} 52' 09''$ West 111.70 feet; thence leavings said State of California property North $89^{\circ} 07' 51''$ West 722.00 feet to a point on the said State of California property line; thence along said State of California property line the following (5) courses, (1) Northeast-ly along a curve to the right having a radius of 930.00 feet, through a central angle of $7^{\circ} 56' 59''$, an arc distance of 129.04 feet, (2) North $51^{\circ} 12' 00''$ East 525.61 feet, (3) North $38^{\circ} 22' 08''$ East 126.73 feet, (4) North $84^{\circ} 51' 37''$ East 180.34 feet and (5) South $29^{\circ} 38' 29''$ East 54.39 feet to the point of beginning.



(Bk. 42)

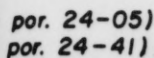
4

24-41)

DDT 2368 12/18/74
DDT 2365 12/16/74
DDT 2162 8/5/74
DDT 1159D 10/2/73
DDT 1064D 10/8/73
DDT 837D 2/28/73
DDT 835D 2/10/73
DDT 608 & 609 D 12/10/74
DDT 173 D
REVISIONS

VICINITY OF WOODLAND
Assessor's Map Bk. 41, Pg. 02
County of Yolo, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles



NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

VICINITY OF WOODLAND
Assessor's Map Bk. 41, Pg. 6
County of Yolo, Calif.

77/78

AGREEMENT NO. 28-29

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between _____

Alice M. Kenge
Star Rt. #74
Brooks, Ch. 95601
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 77 by the County by Resolution No. 28-12, which was filed in the Office of the County Recorder of Yolo County on , 1978 and recorded in Volume of Official Records at Page (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY *William H. Edwards*
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Alice M. Kange

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 13, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA

COUNTY OF

ss.

8th July

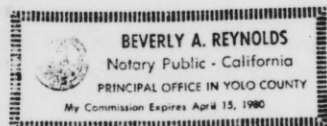
On this 11 day of July, ~~the~~ thirteen thousand nine
hundred and 1978 before me, Barbara A. Rodgers
a Notary Public, ~~State of California~~ State of California, duly commissioned and sworn, personally
appeared Arthur H. Edmonds

is
known to me to be the person whose name subscribed to the within
instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the County of Yolo the day and year
in this certificate first above written.

Beverly A. Reynolds
Notary Public, State of California

My commission expires



Cowdery's Form No. 32 - Acknowledgement - General (C. C. Sec. 1190a)

Printed 12/72

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 1806

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 74075-BR

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

ALICE M. KUNZE

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 29, 1977 @ 8:00 A.M., in the County of Yolo,

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

R.H. Martin

President

By

J.H. W. Smith

Secretary

Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to A-P-77

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74075-BR

Effective Date: June 29, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

ALICE M. KUNZE

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

Micro Fiched

All that real property situate in the State of California, County of Yolo,
described as follows:

A portion of that certain parcel of land in the South-east 1/4 of Section
5, T.12N., R.1W., M.D.B.6M., which parcel was acquired by the State of
California by deed recorded in Volume 859 at page 404, Official Records of
Yolo County.

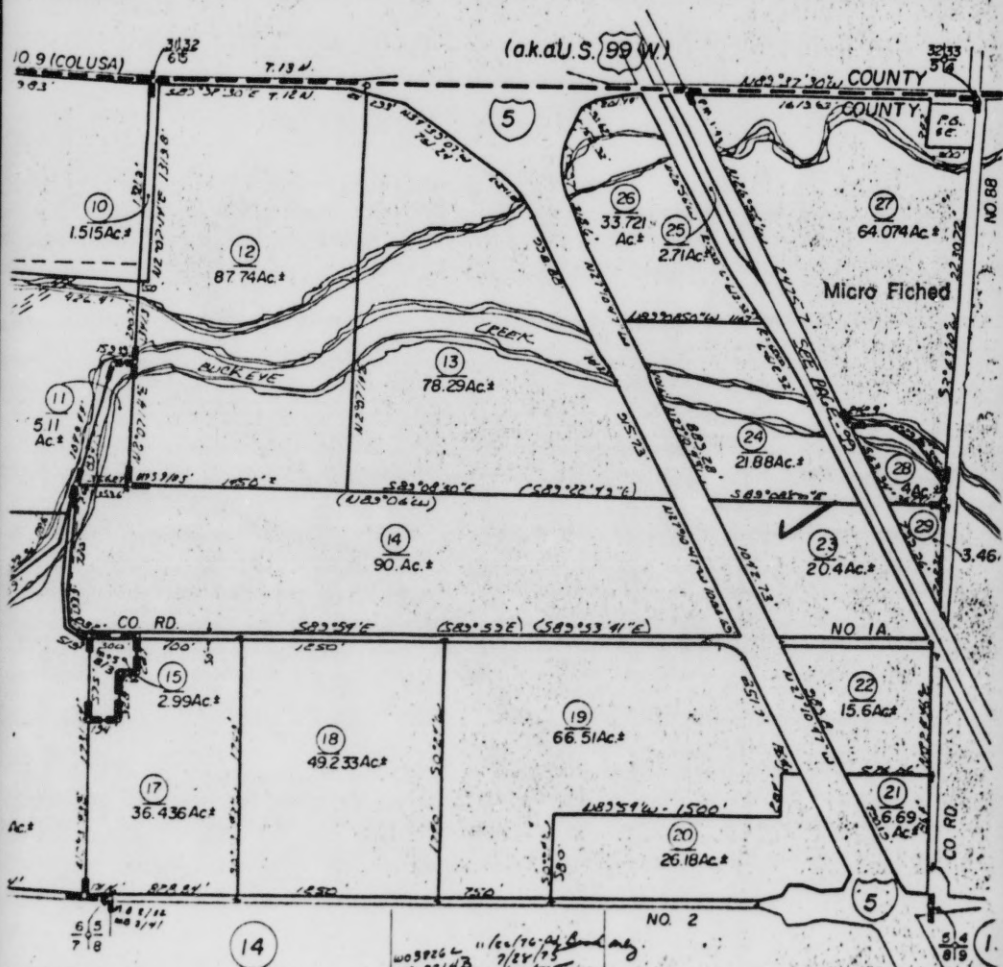
Said portion is all that part thereof lying Northeasterly from the follow-
ing described line:

BEGINNING at a point distant N. 29° 16' 42" W. 3141.13 feet from the South-
east corner of said Section 5, said point also being distant 102.00 feet
Northeasterly, measured at right angles, from the "C11" line at Engineer's
Station "C11" 770+00 of the Department of Public Works' Survey on Road 03-
Vol-5, Post Mile 20.7728.5; THENCE from said point of beginning S.27° 10'
42" E. 1,200 feet to a point distant 102.00 feet Northeasterly, measured
at right angles, from said "C11" line at Engineer's Station "C11" 758+00,
containing 20.40 acres, more or less.

EXCEPTING THEREFROM all oil, gas, minerals, etc., as reserved by Frank H.
Lopes, et al., in deed recorded July 27, 1967, Book 859, Page 404, Yolo
County Records.

NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described
property as Assessment Parcel No. 51-010-23.



Subd.
Land & Devel. Co. Subd.
urvey.
urvey.
2140 for P.G.&E.

(formerly por. 19-70 & all 19-69)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 51, Pg. 01
County of Yolo, Calif.

774

AGREEMENT NO. 28-30

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 28, by and between
LAURENCE WALLACE AND WILMA WALLACE, his wife
Route 3 Box 715
Woodland, California 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 15 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on 1928
and recorded in Volume of Official Records at Page
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Lawrence Wallace
William E. Brown

STATE OF CALIFORNIA.)

COUNTY OF YOLO)

ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA.)

COUNTY OF YOLO)

ss.

On this July 11, 1977, before me the undersigned County Clerk of the County of Yolo, personally appeared LAURENCE WALLACE AND WILMA WALLACE, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 11th day of July, 1977.

LAURENCE P. HENIGAN, COUNTY CLERK

By *Barbara Rodgers* Deputy

COMBINATION GUARANTEE

71 177

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 74073-CJ

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

LAURENCE WALLACE and WILMA WALLACE

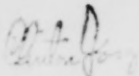
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 20, 1977 @ 8:00 a.m. , in the County of YOLO, STATE OF CALIFORNIA

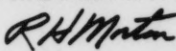
Countersigned:



Vice President

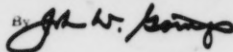
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to A-P-15

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74073

Effective Date: June 20, 1977 @ 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

LAURENCE WALLACE and WILMA WALLACE, his wife

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

Micro Fiched

DESCRIPTION

All that real property situate in the State of California, County of Yolo,
described as follows:

Lot 4, HOPPIN'S SUBDIVISION of a Portion of the Grant to J. M. Harbin, et al.,
as Amended by the Bank of Yolo, filed October 19, 1905, Book 1 of Maps, Page
51, Yolo County Records.

NOTE:

This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described
property as Assessment Parcel No. 25-290-06.

7) RIO JESUS MARIA TION., R.IE., M.D.B.&M.

(26)



in Grant, Lots 1-14

2

Assessor's Map B.
County of Yolo

NOTE - Assessor's Block Numbers Shown in Ellipses

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 78, by and between
Thomas S. Atkinson II
5370 W. Riegg Rd
SACRAMENTO, CALIF. 95837

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 7 by the County by Resolution No. 78-12, which was filed in the Office of the County Recorder of Yolo County on _____, 1978 and recorded in Volume _____ of Official Records at Page _____, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Thomas S. Atkins, Jr.

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Balash Bogdan
DEPUTY

TO 1944 CA (B-74)
(Individual)

STATE OF CALIFORNIA
COUNTY OF YOLO } ss.

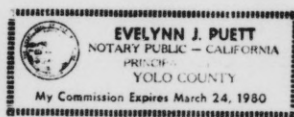
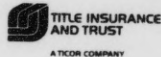
On July 6th, 1977 before me, the undersigned, a Notary Public in and for said
etc. personally appeared Thomas S. Atkinson, II, only,

known to me
to be the person whose name is subscribed
to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature

Evelynn J. Puett



(This area for official notarial seal)

LAURENCE P. HENIGAN, COUNTY CLERK



RO 19324-003

Record Owner Guarantee
Title Insurance and Trust Company

Liability \$100.00

Fee \$ 35.00

Your

Ref. Atkinson, Thomas

Parcel No.: 33-210-18

a California corporation, herein called the Company, guarantees

THE COUNTY OF YOLO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: Deed

Doc. recorded 6-13-77 Doc. No. 10869 in Book 1250 Page 532 D. T. S. \$ 18.15
In favor of

Thomas S. Atkinson II, a married man, as his sole and separate property

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Dated: 6-28-77 @ 7:30 A.M.

Addition to A-P-7

Title Insurance and Trust Company

by

PRESIDENT

Attest:

SECRETARY

EXHIBIT "A"

The land referred to herein is described as follows:

All that real property situate and lying in the County of Yolo, State of California, described as follows

Commencing at a point on the North line of the Northwest quarter of the Northwest quarter of Section 8, Township 6 North, Range 3 East, M.D.B. & M., Yolo County, said point being located 50 feet East of the Northwest corner of said Northwest quarter of said Section 8; thence from said point of beginning, East along the North line of said Northwest quarter, 1320 feet to a point; thence South parallel to the West line of said Northwest quarter of Section 8, 1320 feet to a point; thence West parallel to the North line of the Northwest quarter of said Section 8, 1320 feet to a point located 50 feet East of the West line of the Northwest quarter of said Section 8, 1320 feet to the point of beginning.

Micro Fiched

EXCEPTING THEREFROM,

- (a) an undivided one-quarter interest in and to all oil, gas and other hydrocarbons as reserved in the deed executed by Barbara Lee Bush, recorded October 28, 1959, in book 587 of Official Records, page 118;
- (b) an undivided one-quarter interest in and to all oil, gas and other hydrocarbons as reserved in the deed executed by Charles Stanton Lee, et. ux., recorded October 28, 1959, in book 587 of Official Records, page 119;
- (c) an undivided one-half interest in and to all oil, gas, and other hydrocarbons as reserved in the deed executed by Yolo Flyway Farms, Inc., recorded July 26, 1962, in book 680 of Official Records, page 98.

ST/pk

19

Micro Fiched

2076

3
647A

13
1607A

11
323.36A

22

DIST

CO RD 155

819

3307.88

500KV

LINE

REC

29
102C

30
2330Ac

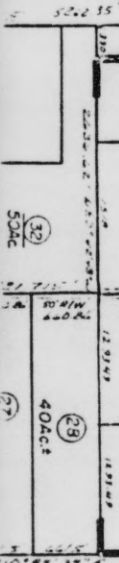
15
60-9-3Ac

18

17
3676Ac

33
78.97Ac

34
78.97Ac



This is not a survey of the land but is compiled for information by the
Title Insurance and Trust Company from data shown by the official records.

55-21

DATE	
BY	
FOR	
OF	

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st day of January, 1928, by and between
Kenneth Keithly
Rt. 1, Box 379
Esparto, CA 95627

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 78 by the County by Resolution No. 28-12, which was filed in the Office of the County Recorder of Yolo County on , 1928, and recorded in Volume of Official Records at Page , (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the creation and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur P. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

James H. Hutton

STATE OF CALIFORNIA.)

) 55.

On 1-31

ARTHUR H. EDMONDS

Micro Fished

Witness my hand and official seal the day and year first

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Baird and Rodgers
DEPUTY

STATE OF CALIFORNIA.)

22.

On this July 15th, 1977, before me the under-

Kenneth Keithly

Dated this 15th day of July, 1977.



Karen M. Gibson
XXXXXXXXXXXXXXX0809XX6170



RO

Record Owner Guarantee Title Insurance and Trust Company

a California corporation, herein called the Company, guarantees
County of Yolo

Liability \$100.00

Fee \$ 35.00

Your

Ref. A.P. 49-170-13

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded 7-28-47 Doc. No. -0- in Book 265 O.R. Page 182 D.T.S. \$ ncne
In favor of

Kenneth Keithly

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION: see attached

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

Lots 21 and 22 of Yolo Irrigated Colonies being Brooks Realty Co., Subdivision Number 114, filed for record in the Office of the Yolo County Recorder on June 18, 1908 in book 2 of Maps, page 4.

EXCEPTING THEREFROM, that portion of lot 21 conveyed by Kenneth Keithly and Evelyn Keithly, his wife, to Department of Veterans Affairs of the State of California by deed dated April 17, 1962, and recorded May 18, 1962, in book 675 of Official Records, page 506.

Dated: July 8, 1977 @ 7:30 A.M.

Title Insurance and Trust Company

Addition to A-P-78

by

Richard H. Bonlett

PRESIDENT

Attest:

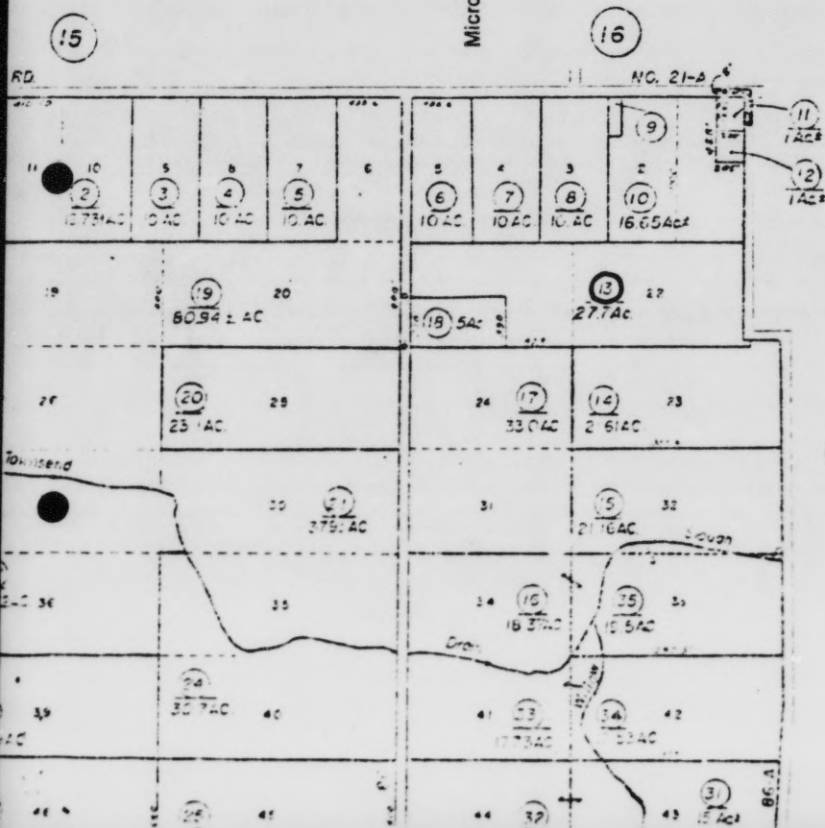
Richard H. Bonlett

SECRETARY

"Exhibit A"

ANCHO CANADA DE CAPAY

Micro Fiched



LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
JOHN FITZGERALD, JANE FITZGERALD, and THE HEIRS
AND DEVISEES OF GUS INGLIN, BY JOHN FITZGERALD, Administrator
P.O. Box 610 Estate of Gus Inglin
Woodland, California 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 90 by the County by
Resolution No. 78-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1978
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

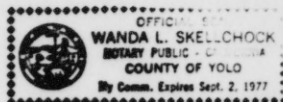
(SEAL)

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

John Fitzgerald
Jane Fitzgerald
THE HEIRS AND DEVISEES OF GUS FITZGERALD
BY *John B. Fitzgerald*
Ed of Gus Fitzgerald



STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

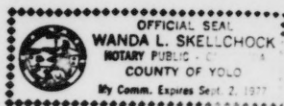
By Pauland Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this July 14, 1977, before me the under-
signed ~~XXXXXXXXXX~~ Notary Public of the County of Yolo, personally appeared
JOHN FITZGERALD, JANE FITZGERALD and
JOHN FITZGERALD, Exs Administrator of the, known to me to be
Estate of GUS INGLIN, Deceased
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this 14th day of July, 1977.

Wanda L. Skellchock
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
NOTARY PUBLIC



COMBINATION GUARANTEE

71 1/52

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 73925-A

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

RODEGERDTS, MEANS & ESTEY, Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 15, 1977 @ 8:00 A.M. , in the County of YOLO,

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By *R.H. Martin* President
By *John W. King* Secretary

[Signature]
Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to A-P-90

"E philit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 73925-A

Effective Date: June 15, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
YOLO County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

**JOHN FITZGERALD and JANE FITZGERALD, his wife, and The Heirs
of Devises of GUS INGLIN, alias, deceased, subject to the
administration of his estate**

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

Micro Fiched

All that real property situate in the State of California, County of Yolo,
described as follows:

COMMENCING at the point of intersection of the West line of the Yolo By-Pass
with the South line of Section 32, Township 11 North, Range 3 East, M.D.B. & M.,
and running thence Westerly along the South line of said Section 32, a distance
of 1053 feet to the point of intersection with the East line of the lands of
Ella L. Hershey, et al.; thence Northerly up and along the said East line of
the lands of Ella L. Hershey, et al., to the point of intersection with the
South or right bank of the Sacramento River; thence Easterly down and along
the windings of the South bank of said Sacramento River to the point of inter-
section with the West line of the proposed Yolo By-Pass; thence Southerly down
and along the said West line of said By-Pass to the point of beginning, and
containing 57.3 acres, more or less.

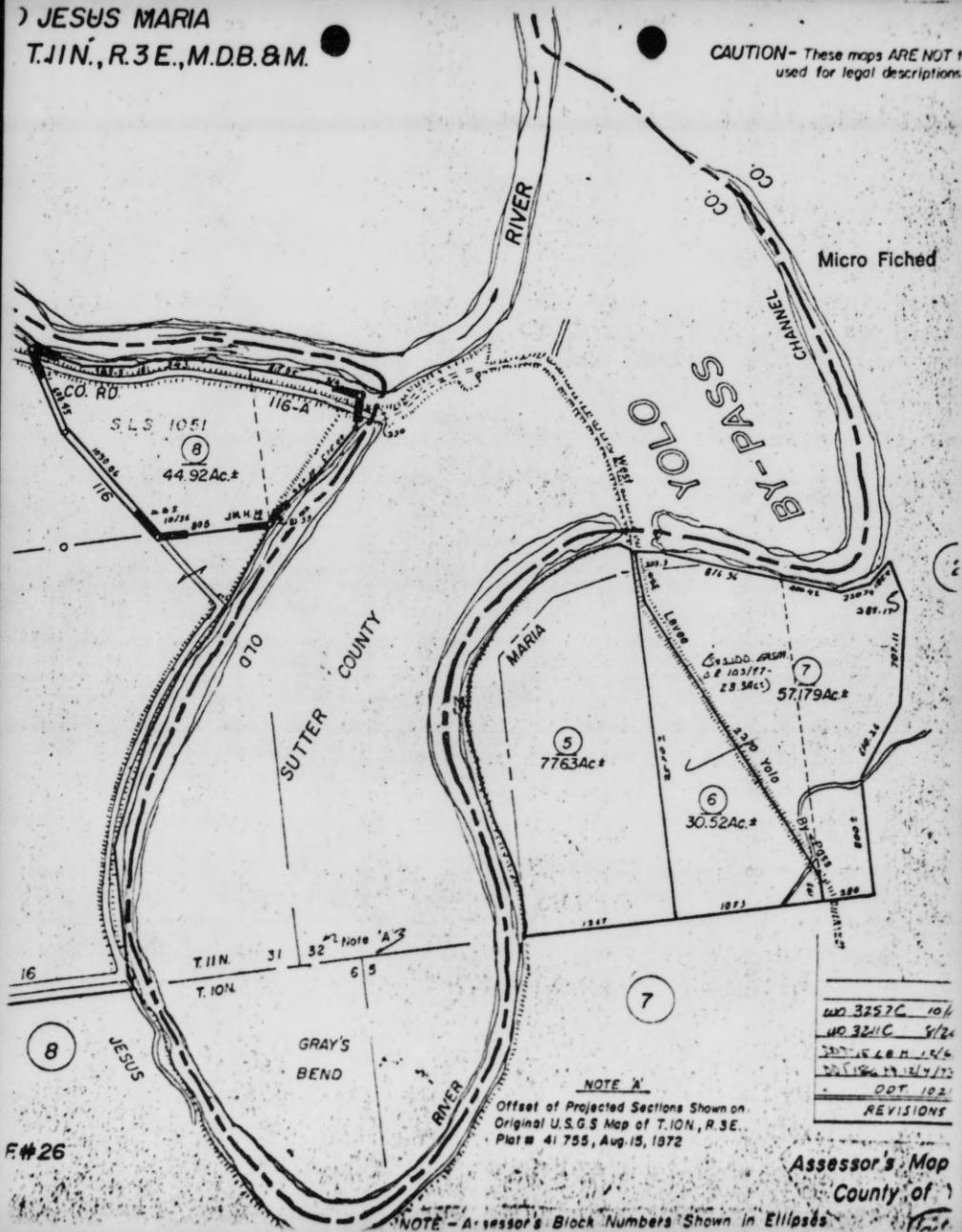
EXCEPTING THEREFROM so much of the above described parcel as has been hereto-
fore conveyed to the Sacramento and San Joaquin Drainage District, by deed re-
corded June 18, 1937, Book 109, OR, Page 47, Yolo County Records.

NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described
property as Assessment Parcel No. 57-010-06

CAUTION- These maps ARE NOT to be used for legal descriptions.

Micro Fiched



LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
Wells Fargo Bank as Trustee under the Will of Eleanor K. Bandy
P. O. Box 1619
Sacramento, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 69 by the County by Resolution No. 78-12, which was filed in the Office of the County Recorder of Yolo County on _____, 1978 and recorded in Volume _____ of Official Records at Page _____ (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
OFFICER OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

WELLS FARGO BANK, TRUSTEE U/W OF
ELEANOR K. BANDY

By R. G. Oliver

TRUST OFFICER

By W. B. Staley

REAL PROPERTY OFFICER

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 131, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Douglas
DEPUTY

STATE OF CALIFORNIA

CORPORATION ACKNOWLEDGEMENT

County of SACRAMENTO

On this 10th day of June, 1978, in the year one thousand nine hundred and Seventy Seven

before me, the undersigned, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared R. G. Oman and W. B. Staley

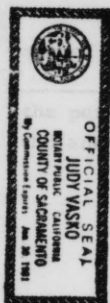
known to me to be the Trust Officer and Real Property Officer of the corporation described in and that executed the within instruments, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and he acknowledged to me that such corporation executed the same, pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this Certificate first above written.

Judy Vasko

Notary Public in and for said County and State

My Commission Expires Jan. 30, 1981



LAURENCE P. HENIGAN, COUNTY CLERK



RO 19104

Record Owner Guarantee
Title Insurance and Trust Company

a California corporation, herein called the Company, guarantees

The County of Yolo

Liability \$100.00

Fee \$ 35.00

Your

Ref. Bandy

Parcel # 42-320-21

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded March 28, 1968, Doc. No. 3643 in Book 823 Page 463 D.T.S. \$ none

In favor of Wells Fargo Bank, as Trustee under the Will of Eleanor K. Bandy, deceased

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION: All that real property situate in the County of Yolo, State of California, described as follows:

The South 90 acres of Swamp Land Survey No. 486, Yolo County Surveys.

Dated: June 6, 1977 @ 7:30 A.M.

Title Insurance and Trust Company

by: *W. H. H. H.*

PRESIDENT

Attest: *Richard H. H. H.*

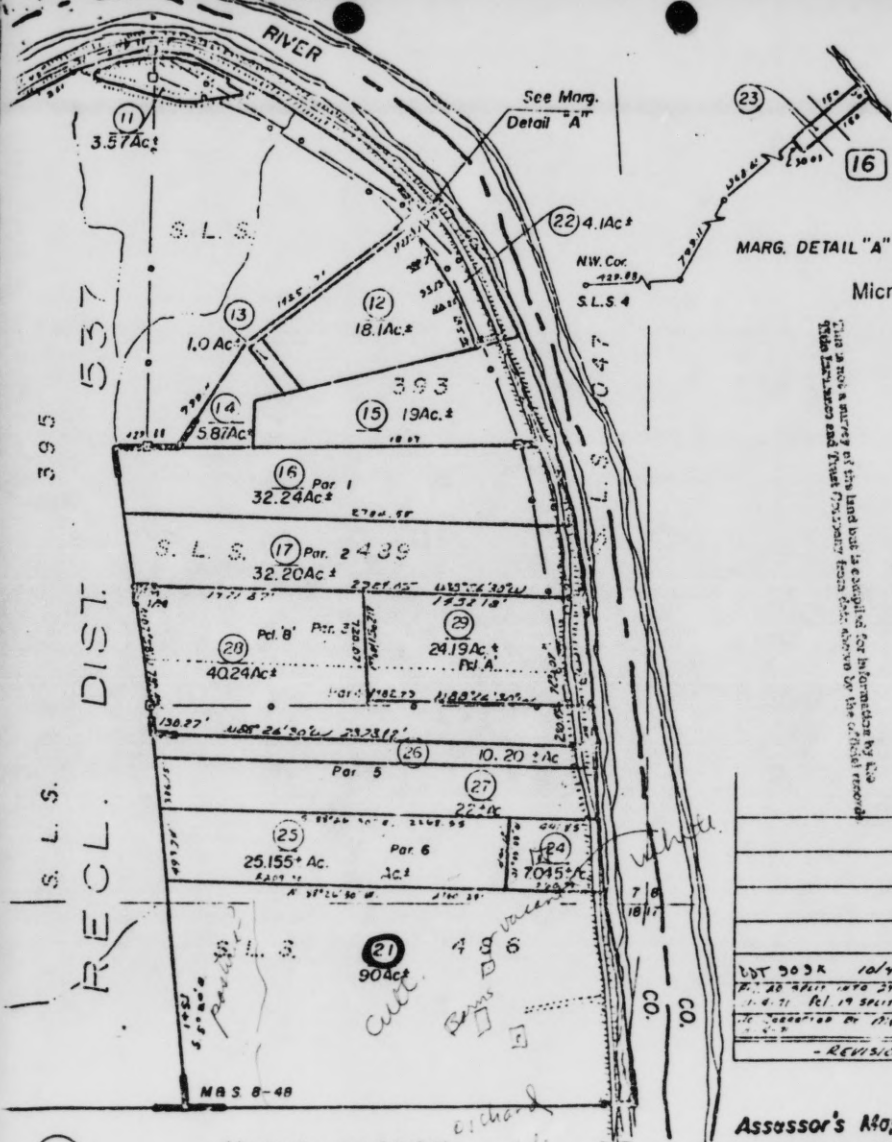
SECRETARY

"Exhibit A"

Added to Previous #69

S. R. 4E M.D.B. & M.

42-5
10-54



MARG. DETAIL "A"

Micro Fiched

This is not a survey of the land but is compiled for information by the
Title Insurance and Trust Company from data shown on the original records.

LOT 903A 10/4/73
P. 20 split into 27 & 28 28.99A
P. 4.71 P. 19 split into 26 & 27
P. 10.20 split into 24 & 25
- REVISIONS -

Assessor's Map Bk 42
County of Yolo, Cal

(25)

(formerly pcr. 24-20)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

(16)

74/75

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
Yolo Briggs and Alice Mae Briggs,
Route 1, Box 213
Winters, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 42 by the County by Resolution No. 28-12, which was filed in the Office of the County Recorder of Yolo County on _____, 1978, and recorded in Volume _____ of Official Records at Page _____, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHIEF CLERK OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Yolo Briggs
John M. Briggs

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this June 23, 1977, before me the undersigned County Clerk of the County of Yolo, personally appeared Yolo Briggs and Alice Mae Briggs, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 23rd day of June, 1977.

LAURENCE P. HENIGAN, COUNTY CLERK

By

John E. Spencer Deputy

COMBINATION GUARANTEE

71 1306

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 73878

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

ALICE MAE BRIGGS and YOLO BRIGGS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 1, 1977, 5:00 p.m.

, in the County of YOLO, STATE OF CALIFORNIA

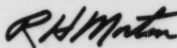
Countersigned:



Vice President

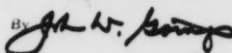
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Presume # 42 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 73878

Effective Date: June 1, 1977 @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1977, with respect to the name(s) of

ALICE MAE BRIGGS and YOLO BRIGGS, her husband, as joint tenants

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

That portion of Sections 29 and 32, Township 9 North, Range 1 West, M.D.B.&M., described as follows:

BEGINNING AT the point of intersection of the West boundary line of Section 29, Township 9 North, Range 1 West, M.D.B.&M., with the center line of a County Road, which point of intersection is North along the said boundary line 646.86 feet, more or less, from the Southwest corner of Section 29, and running thence South along the West boundary lines of Sections 29 and 32 of Township 9 North, Range 1 West, M.D.B.&M., 2282.56 feet to a 1-1/2 inch by 29 inch iron pipe; thence North 72° 09-1/2' East 765.57 feet to a similar iron pipe; thence North 9° 50' East, 1160.3 feet to a similar iron pipe; thence North 44° 11-1/4' West, 106.68 feet to a similar iron pipe; thence North 5° 22-1/4' East, 194.03 feet to a similar iron pipe; thence North 89° 21' East 723.96 feet to and along an old fence line and the extension thereof to a similar iron pipe, on the center line of the above mentioned County Road; thence North 51° 21-1/2' West, 408.77 feet; thence North 44° 13' West, 342.27 feet; thence North 82° 31' West, 1045.43 feet to the point of beginning, being parts of Sections 29 and 32, Township 9 North, Range 1 West, M.D.B.&M., as shown on the plat thereof, entitled "Chapman Lands", filed in the office of the Recorder of Yolo County, California, on October 24, 1936, in Book 5 of Maps and Surveys, at Page 2.

EXCEPTING THEREFROM an undivided 5/6 interest in and to all oil, gas, and mineral rights as conveyed to Alice Mae Briggs, by Deed recorded December 1, 1961, in Book 657 of O. R., at Pages 475, 477, 479, 481 and 483.

NOTE: The Yolo County Assessor designates the herein described property on their 1976-77 Assessment Roll as Assessors Parcel No. 50-200-02, Code Area 86-006

NOTE: This guarantee is limited to the above described property

1
633.Ac±

2
45.85Ac±

5
256.28Ac±

3
9283Ac±

4
5.437
Ac±

8
42.53Ac±
(net)

9
58.636Ac±
(net)

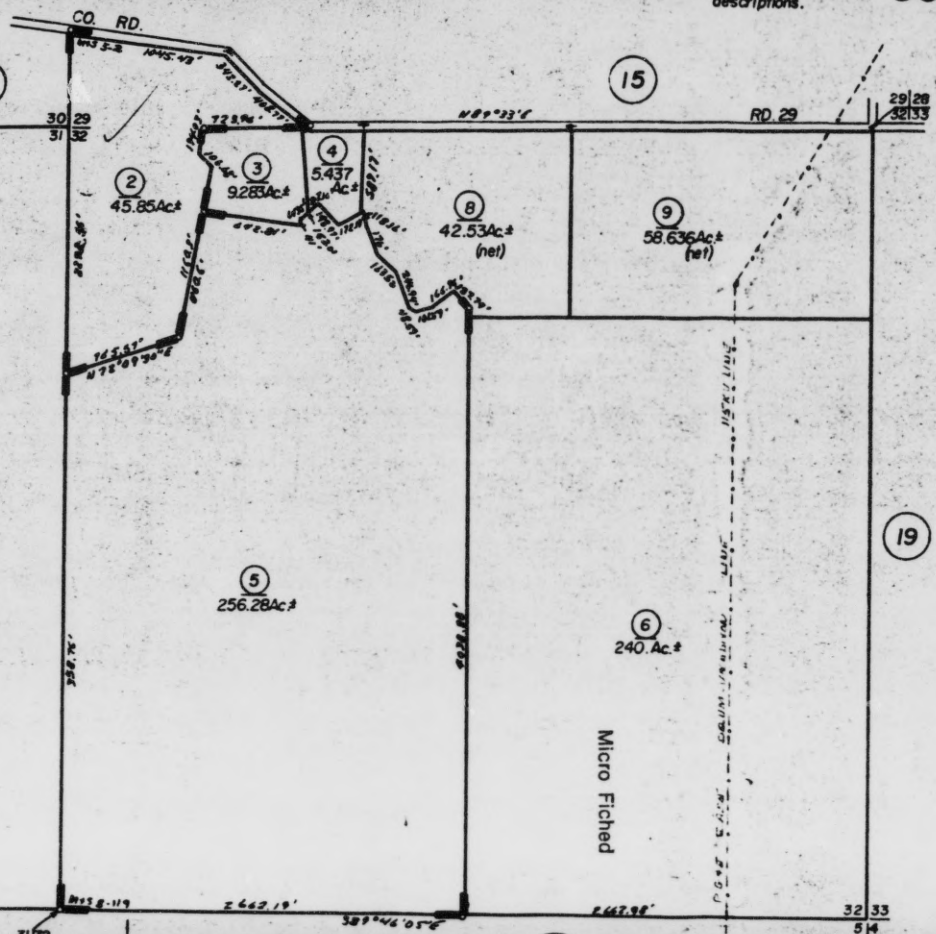
6
240.Ac±

Micro Fished

15

15

19



AGREEMENT NO. 28-36

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
William L. Weaver
Beth M. Weaver
P.O. Box 66
Rumsey, Ca 95679
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situated in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 35 by the County by Resolution No. 28-12, which was filed in the Office of the County Recorder of Yolo County on _____, 1928 and recorded in Volume _____ of Official Records at Page _____ (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both CANNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

William R. Weaver
Beth Ann Weaver

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this June 28, 1977, before me the under-
signed County Clerk of the County of Yolo, personally appeared
William R. and Bette M. Weaver, known to me to be
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this 28th day of June, 19 77.

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

C

GUARANTEE



First American Title Insurance Company

HOME OFFICE 421 NORTH MAIN STREET, SANTA ANA, CALIFORNIA 92701 • AREA 714 547-6892

Y

J 59677

1347(11/08)

GUARANTEE

LIABILITY \$ 100.00
FEE \$ 35.00

ORDER NO. 3706 GU
YOUR REF. Ag Preserve

First American Title Insurance Company

a corporation, herein called the Company.

GUARANTEES

COUNTY OF YOLO
AND

WILLIAM R. WEAVER AND BETTE M. WEAVER

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

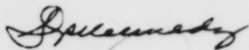
1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

Dated: June 15, 1977 at 7:30 A.M.

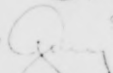
First American Title Insurance Company

BY



PRESIDENT

BY



ASSISTANT SECRETARY



"Exhibit A"

Addition to Preserve # 35

SCHEDULE A

PROPERTY SEARCH GUARANTEE

ORDER NO. 3706 GU

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1976 with respect to the name(s) of

William R. Weaver and Bette M. Weaver

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Assessor's Parcel Number 18-660-26

All that real property situate in the State of California, County of Yolo, described as follows:

All of Block 17 and 18 of Smith and Rumsey Tract, as shown on the map thereof, filed for record in the office of the Yolo County Recorder on July 13, 1892, in Book 1 of Maps, Page 38.

And that, according to the indices of the County Recorder of said County subsequent to with respect to said name, the following described mortgages and deeds of trust were acquired in the above name(s) and have not thereafter been assigned nor fully released or reconveyed:

Not included in this Guarantee.

NOTE: This Guarantee covers A.P. #18-660-26 only.

18-66

THIS PLAT IS FOR INFORMATION AND
LOCATION PURPOSES ONLY
COMPLIMENTS OF
FIRST AMERICAN TITLE CO

Micro Fiched

W033608H/6/75
W033598H/6/75
DOT 273364/975
DOT 4440 11/75
DOT 4730 11/75
DOT 8328
4/23/78
- 12.00000005 -

VICINITY OF RUMSEY
Assessor's Map Bk 18 Pg. 66
County of Yolo, Calif.

merly all , 18-20, 18-65)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

76/77

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1928, by and between
Yolo Flyway Farms, Inc.
234 North San Pedro Road
San Rafael, California 94903

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 31 by the County by Resolution No. 28-12, which was filed in the Office of the County Recorder of Yolo County on _____, 1928 and recorded in Volume _____ of Official Records at Page _____, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur B. Chenevix
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Yola Flyway Farms Inc
by Maria S. Sney, a Resident
Yola Flyway Farms Secty

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31 1978 before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Balrind Rodriguez
DEPUTY

Acknowledgment - Corporation

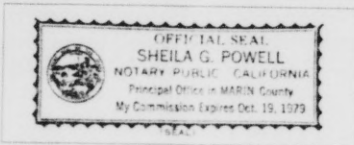
State of California.

County of MARIN } ss.

On June 29, 1977, before me, the undersigned, a Notary Public for California, personally appeared Mario Souza and Timothy Egan

known to me (or proved to me on the oath of _____), to be the **president and secretary respectively** of the corporation described in and that executed the within instrument,

and also known to me to be the person^s who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument.



ATTORNEYS PRINTING SUPPLY FORM NO. 7
CC 1190, 11901 (REV. 1973)

Sheila G. Powell
Notary Public for California

C

GUARANTEE



First American Title Insurance Company

HOME OFFICE: 421 NORTH MAIN STREET, SANTA ANA, CALIFORNIA 92701 (AREA 714) 558-3211

Y

GUARANTEE

LIABILITY \$ 100.00
FEE \$ 30.00

ORDER NO. 3655-GU
YOUR REF. Ag Preserve

First American Title Insurance Company

a corporation, herein called the Company.

GUARANTEES

Micro Fiched

YOLO COUNTY

&

YOLO FLYWAY FARMS, INC., A CALIFORNIA CORPORATION

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

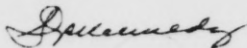
1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

Dated: June 15, 1977 at 7:30 A.M.

First American Title Insurance Company

BY



PRESIDENT

BY



ASSISTANT SECRETARY



1. E Exhibit A Addition to Preserve #31

SCHEDULE A

PROPERTY SEARCH GUARANTEE

ORDER NO. 3655

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1976 with respect to the name(s) of

Yolo Flyway Farms, Inc., a California corporation

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Assessor's Parcel Number is 33-390-2

See Exhibit "A" Attached

And that, according to the indices of the County Recorder of said County subsequent to with respect to said name, the following described mortgages and deeds of trust were acquired in the above name(s) and have not thereafter been assigned nor fully released or reconveyed:

Not included in this Guarantee

EXHIBIT "A"

PARCEL ONE:

All that real property situate in the State of California, County of Yolo, described as follows:

A portion of the East one-half of Section 16, Township 6 North, Range 3 East, M.D.B.&M., described as follows:

Commencing at an iron pipe monument located at the Northwest corner of the Northeast one-quarter of said Section 16, and extending thence (1) Easterly, along the section line, a distance of 1550.00 feet; thence (2) Southerly, parallel with the West line of said East, one-half of Section 16, a distance of 2810.30 feet; thence (3) Easterly, parallel with the North line of said Section 16, a distance of 177.00 feet; thence (4) Southerly, parallel with the aforesaid west line of the East one-half of said Section, a distance of 2493.93 feet, to a point located on the south section line, distant thereon 36.00 feet Westerly from the westerly line of the Sacramento-Yolo Port District property, being the westerly line of Parcel 2 in that certain deed from Earl Maben, et al, to said port district, dated March 18, 1957, recorded November 21, 1957, Recorder's File No. 8376, Yolo County; thence (5) Westerly, along the south line of said Section 16, a distance of 1727.00 feet, to the aforesaid west line of the East one-half of said section; thence (6) Northerly, along said west line of East one-half, a distance of 5304.23 feet to the point of commencement.

Together with all appurtenant water rights, whether riparian or appropriated, to which said lands are entitled.

Micro Fiched

PARCEL TWO:

A portion of the East one-half of Section 16 and the West one-half of Section 15, Township 6 North, Range 3 East, M.D.B.&M., described as follows:

COMMENCING at a point on the North line of said Section 16, distant thereon Easterly 1550.00 feet from an iron pipe monument located at the Northwest corner of the Northeast quarter of said section, and extending thence from said point of commencement, (1) Southerly, parallel with the West line of the East one-half of said Section, a distance of 2810.30 feet; thence (2) Easterly, parallel with the North line of said Section 16, a distance of 177.00 feet; thence (3) Southerly, parallel with the aforesaid West line of the East half of said section, a distance of 2493.93 feet, to a point located on the South section line; thence (4) along the section line Easterly 36.00 feet to the westerly line of property of the Sacramento-Yolo Port District, being the westerly line of Parcel 2 in that certain deed from Earl Maben, et al, to said port district, dated March 18, 1957, recorded November 21, 1957, Recorder's File No. 8376, Yolo County; thence (5) Northeasterly, along said Port District line a distance of 5605.37 feet, to its intersection with the North line of Section 15; thence (6) Westerly, along the North line of Section 15 and 16, a distance of 2100.95 feet to the point of commencement.

Exhibit "A" Continued:

TOGETHER with all appurtenant water rights, whether riparian or appropriated, to which said lands are entitled.

AND ALSO all oil, gas and mineral rights in and to the property described as Parcels 1 and 2 in Exhibit "A" attached to that certain deed to Sacramento-Yolo Port District, recorded November 21, 1957, Yolo County Recorder's File No. 8376.

NOTE: This Guarantee is limited to the above described property.

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C. 16 & POR. SEC. 21, & 15, T. 6 N., R. 3 E., M.D.B. & M.

22

A.P. # 33-390-2

3

362 19 140

159 81 1

BK 43

12 13



THIS PLAT IS FOR INFORMATION AND
LOCATION PURPOSES ONLY
COMPLIMENTS OF
FIRST AMERICAN TITLE CO.

Micro Fiched

AGREEMENT NO. B-39

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 3rd
day of January, 1978, by and between _____
C. M. Munna, Route 1, Box 212A, Winters, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 64 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1978
and recorded in Volume _____ of Official Records at Page _____
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Shrouds
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

C M Munnia

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMOND, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers
LEUTY

TO 1944 CA (9-74)
(Individual)

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

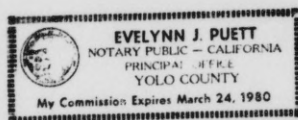
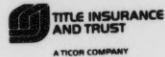
On July 5, 1977 before me, the undersigned, a Notary Public in and for said
State, personally appeared C. M. Munna, only

_____, known to me
to be the person whose name is subscribed
to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature

Evelynn J. Puett
Evelynn J. Puett



(This area for official notarial seal)

LAURENCE P. HENIGAN, COUNTY CLERK



RO 19198-057

Record Owner Guarantee Title Insurance and Trust Company

a California corporation, herein called the Company, guarantees

THE COUNTY OF YOLO

Liability \$100.00

Fee \$ 35.00

Your

Ref. C. M. MUMMA

AP # 51-030-03 & 04

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded 4-5-38 Doc. No. in Book 113 Page 462 D. T. S. \$
In favor of

C. M. Mumma, a widower

Micro Fiched

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

All that real property situate in the County of Yolo, State of California, described as follows:

The East one-half of Section One, Township 12 North, Range 1 West,
M. D. B. & M.

Dated: 6-24-77 @ 7:30 A.M.

Title Insurance and Trust Company

by

Val A. Mumma

PRESIDENT

Attest:

Richard H. Bonlett

SECRETARY

Added to Revenue #64

AGREEMENT NO. 28-39

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 3/28
day of January, 1928, by and between
PRESTON D. ALLEN
P. O. Box 104
Dunnigan, California

(mailing address)

hereinafter referred to as QUER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 64 by the County by Resolution No. 28-12, which was filed in the Office of the County Recorder of Yolo County on _____, 1928 and recorded in Volume _____ of Official Records at Page _____ (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both TOWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Preston D. Allen
PRESTON D. ALLEN

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 13/, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Polgus
DEPUTY

State of California

YOLO } ss.

County of

On this 6 day of July A.D. 19 77 before me,
Russell Millsap a Notary Public in and for the said
County and State, residing therein, duly commissioned and sworn, personally appeared
Preston D. Allen

known to me to be the person whose name is subscribed to the within
Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day
and year in this Certificate first above written.

My Commission expires

October 4, 1977 Notary Public for said County and State of California

Notary Form 11—ACKNOWLEDGMENT—General

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 1830

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 73946

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

PRESTON D. ALLEN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

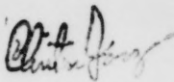
LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 20, 1977 @ 8:00 A.M., in the County of YOLO, STATE OF CALIFORNIA

Countersigned:



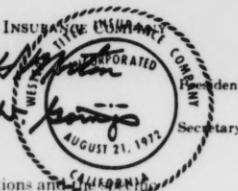
Vice President

WESTERN TITLE INSURANCE COMPANY

By

By





President

Secretary

Please note carefully the liability exclusions and limitations and the assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Exhibit A

WARRANTY FORM NO. 16 (REV. 6-2-77)

Addition to Presenc #64

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 73946

Effective Date: June 20, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
YOLO County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

PRESTON D. ALLEN

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

All that real property situated in the State of California, County of Yolo,
described as follows:

PARCEL 1:

The West one-half of the Southwest Quarter of Section 14, Township 12 North,
Range 1 West, M.D.B.&M., and the Southeast Quarter of Section 15, Township 12
North, Range 1 West, M.D.B.&M.

PARCEL 2:

The Northeast Quarter of the Southwest Quarter of Section 15, Township 12 North,
Range 1 West, M.D.B.&M.

EXCEPTING THEREFROM the West 530 feet lying South of Dunnigan Creek.

PARCEL 3:

The Southeast Quarter of the Southwest Quarter of Section 15, Township 12 North,
Range 1 West, M.D.B.&M.

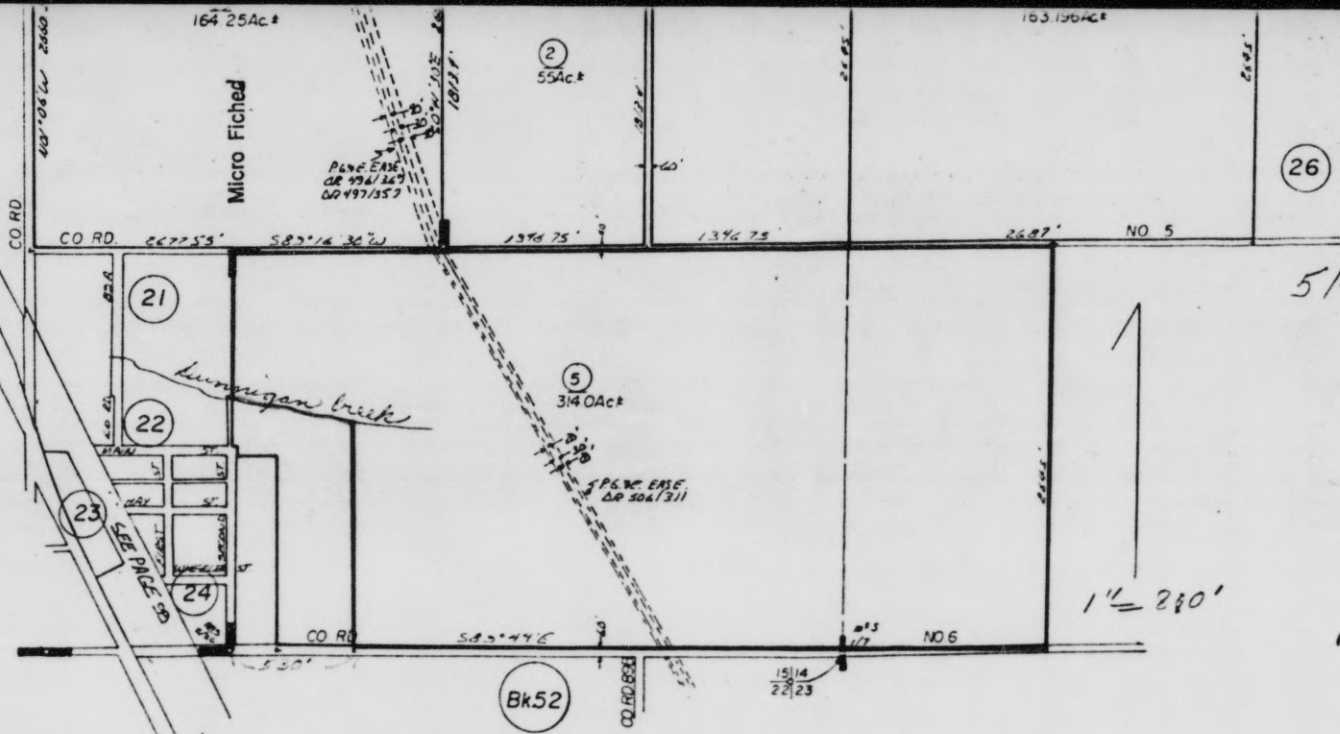
EXCEPTING THEREFROM the West 530 feet.

NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described
property as a portion of Assessment Parcel No. 51-250-05.

20

26



M. & S. Bk. 1, Pg. 7 - Sec's 13, 14, 23, 24, 11, T12N., R. 1W., M.D.M.
 M. & S. Bk. 2, Pg. 26 - Sec. 9, 15 & 16, T. 11N., R. 1W., M.D.M., for Jas Bandy.

NO 3176 1257
 LOT 2384 1/4/75
 LOT 1508
 LOT 2384 1/4/75
 LOT 1508

Assessor's Map Bk. 51, Pg. 25.
 County of Yolo, Calif.

7477

(formerly por. 19-23)
 NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

AGREEMENT NO. 28-40

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
J. L. Blum, 1406 Coloma way Woodland.
Theresa Blum 1406 Coloma way Woodland

(mailing address)

hereinafter referred to as CNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 3 by the County by Resolution No. 28-12, which was filed in the Office of the County Recorder of Yolo County on 1928 and recorded in Volume of Official Records at Page (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edwards
CHIEF CLERK OF THE BOARD OF SUPERVISORS

OWNER (6)

J. L. Glavin
Heusa Glavin

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Balmain Lodge
DEPUTY

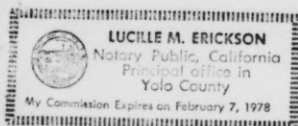
STATE OF CALIFORNIA)
COUNTY OF Yolo) ss.

On this 7th day of July in the year one thousand nine
hundred and 77 before me, the undersigned
a Notary Public, State of California, duly commissioned and sworn, personally
appeared J. L. Glavin and Theresa Glavin

known to me to be the person whose name are subscribed to the within
instrument and acknowledged to me that he X executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the County of Yolo the day and year
in this certificate first above written.

Lucille M. Erickson
Notary Public, State of California
My commission expires



Cowdery's Form No. 32-Acknowledgement-General (C. C. Sec. 1190a)

Printed 12/72

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 170

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 74077

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

J. L. GLAVIN and THERESA GLAVIN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 23, 1977 @ 8:00 a.m. , in the County of YOLO

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

R.H. Martin

President

By

John W. Savage

Secretary

[Signature]
Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve # 3

Exhibit A

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74077

Effective Date: June 23, 1977 @ 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
YOLO County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

Micro Fiched

J. L. GLAVIN and THERESA GLAVIN, his wife, as community property

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

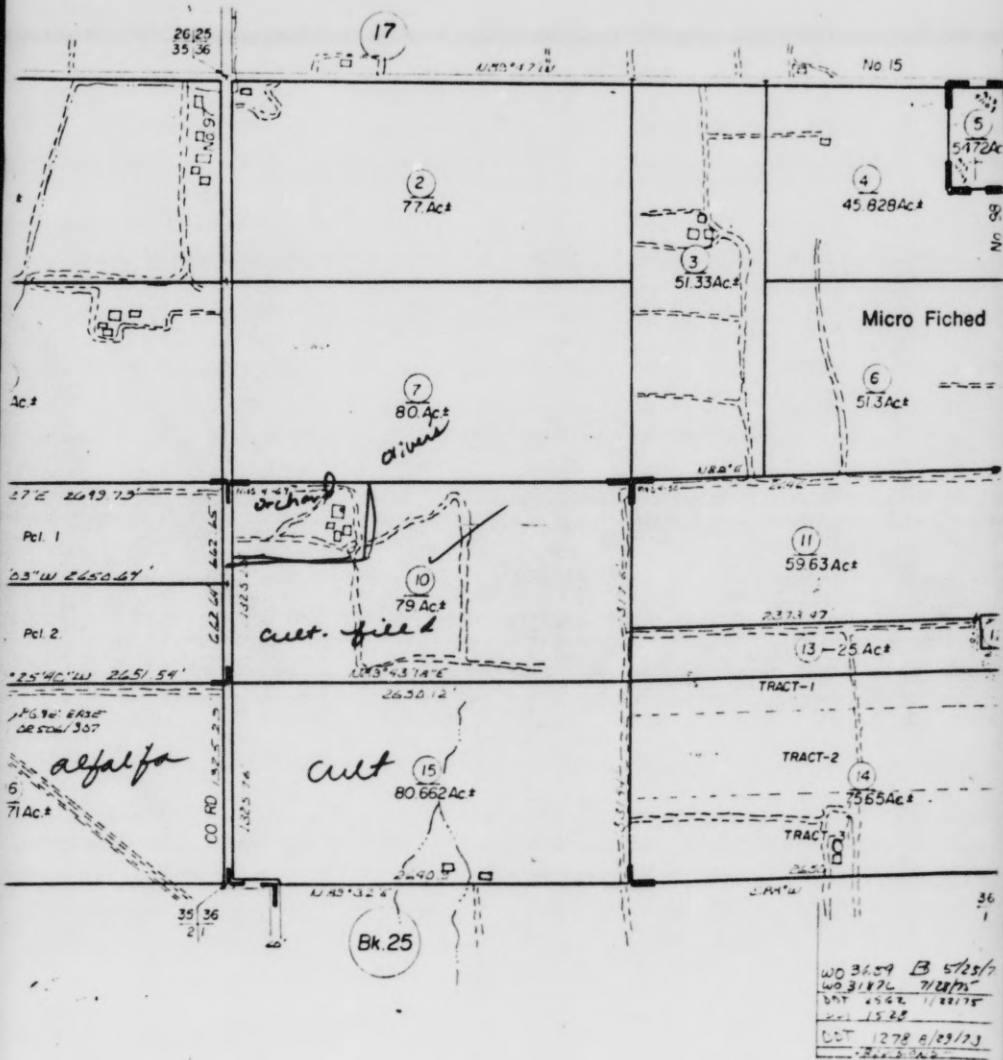
DESCRIPTION

All that real property situate in the State of California, County
of Yolo, described as follows:

The North one-half of the Southwest Quarter of Section 36, Township
11 North, Range 1 East, M.D.B.&M.

NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above
described property as Assessment Parcel No. 55-240-10.



Assessor's Map Bk
County of Yolo,

(formerly por. 19-80)

NOTE - Assessor's Block Numbers Shown in Ellipses

97/98

AGREEMENT NO. 28-41

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1928, by and between _____
Perry Brock
95 West Main
Woodland, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 46 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1928
and recorded in Volume _____ of Official Records at Page _____
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Ray Brock

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1988, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Balmain P. Rogers
DEPUTY

STATE OF CALIFORNIA)
COUNTY OF Yolo) ss.

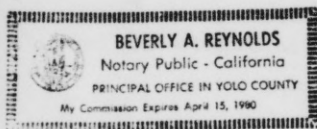
On this 7th day of July, in the year one thousand nine hundred and 77, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared Perry Brock

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Yolo County of Yolo the day and year in this certificate first above written.

Beverly A. Reynolds
Notary Public, State of California

My commission expires



Cowdery's Form No. 32 - Acknowledgement - General (C. C. Sec. 1190a)

Printed 12/72

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 1702

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 74090

Liability \$ 135.00

Fee \$ 35.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

PERRY BROCK

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 29, 1977 @ 8:00 a.m., in the County of YOLO

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

R.H. Martin

President

By

John W. Savage

Secretary

Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

*Addition to Preserve # 46**"Exhibit A"*

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74090

Effective Date: June 29, 1977 @ 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:
PERRY BROCK, a single man

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

All that real property situate in the State of California, County of Yolo
Described as follows:

PARCEL 1:

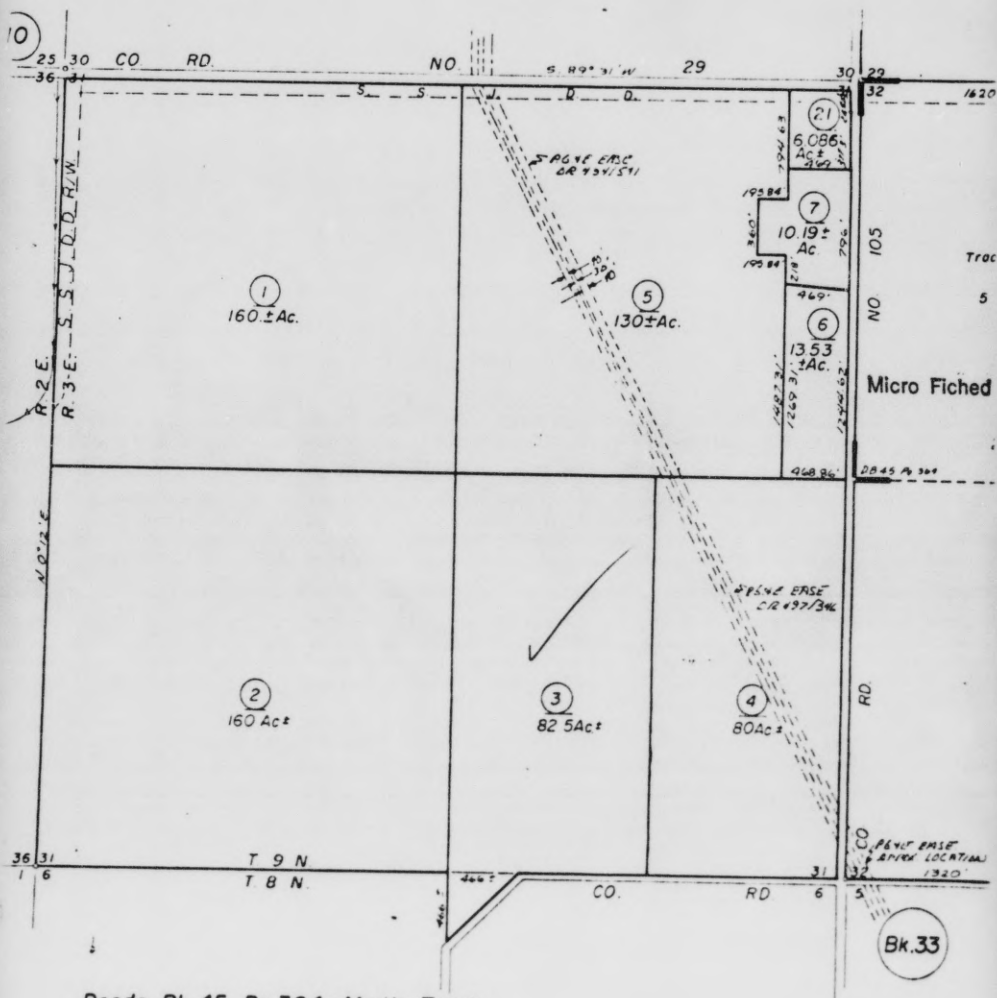
The West half of the Southeast Quarter of Section 31, Township 9 North,
Range 3 East, M.D.B. & M., (being a portion of Swamp and Overflowed Lands
No. 823)

PARCEL 2:

All that portion of the Northeast Quarter of Section 6, Township 8, North,
Range 3 East, M.D.B. & M., situated upon the North side of the County Road
running from Davisville to Sacramento.

NOTE: THIS Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described
property as Assessment Parcel No. 42-130-03.



Deeds Bk. 45, Pg. 364 - Martin Tract

(formerly por. 24-

NOTE - Asse

Asse:

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
Clarence W. Schaupp, Mary A. Schaupp, Charles Schaupp, Lillian S. Schaupp
Rt. 1, Box 785
Esparto, CA 95627

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 30 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1978
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Charles Schanpp
William J. Schanpp
James Schanpp
Mary C. Schanpp

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 131, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this July 8, 1977, before me the under-
signed County Clerk of the County of Yolo, personally appeared
Clarence L. Schaupp, Mary A. Schaupp,
Charles Schaupp and Lillian S. Schaupp, known to me to be
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this 8th day of July, 1977.

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

COMBINATION GUARANTEE

71 1725

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 74056

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

CLARENCE L. SCHAUPP, MARY A. SCHAUPP, CHARLES SCHAUPP, and LILLIAN S. SCHAUPP

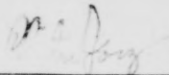
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

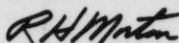
Dated as of June 20, 1977 @ 8:00 a.m., in the County of YOLO, STATE OF CALIFORNIA

Countersigned:

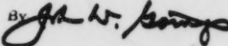

Vice President

WESTERN TITLE INSURANCE COMPANY

By



President

By 

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Presume #30

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74056

Effective Date: June 20, 1977 @ 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
YOLO County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

CLARENCE L. SCHAUPP and Mary A. SCHAUPP, husband and wife, as community property,
as to an undivided 1/2 interest; CHARLES SCHAUPP and LILLIAN S. SCHAUPP,
husband and wife, as community property, as to an undivided 1/2 interest.

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

Micro Fiched

All that real property situate in the County of Yolo, State of California,
more particularly described as follows:

All of Government Lots 1, 2, 3, 4, 5 and 6 of Section 3 Township 10 North,
Range 1 West, M.D.E. & M.

EXCEPTING THEREFROM all that certain real property conveyed to the State
of California by deed recorded January 4, 1935 in Book 119 of Deeds Page
378 and more particularly described as follows:

Beginning at the point of intersection of the East line of said Section
3 with the center line of the Department of Public Works Survey from Madison
to Dunnigan, Road III-Yol-90-B, from which the Northeast corner of said
Section 3 bears North 386.3 feet; thence from said point of beginning along
the East line of said Section 3 North 369.17 feet to a line parallel with
the center line of said Survey and distant therefrom 64 feet Westerly; thence
parallel with said center line South 9° 59' West 1092.85 feet to the Northerly
boundary of the Rancho Canada de Capay; thence along said Northerly line and
its Easterly projection North 81° 19' East 126.66 feet to a line parallel
with the center line of said Survey and 56 feet distant therefrom Easterly;
thence parallel with the center line of said Survey North 9° 50' East 370.60
feet to the East line of said Section 3; thence North 323.02 feet to the
point of beginning.

ALSO EXCEPTING THEREFROM all that certain real property conveyed to the
State of California by deed recorded January 4, 1939, in Book 119 of O. R.,
at Page 380 and more particularly described as follows:

CONTINUED

SCHEDULE A OF PROPERTY SEARCH GUARANTEE CONTINUED

All that portion of Section 3, Township 10 North, Range 1 West, M.D.B.&M., lying East of the following described line:

Beginning at the intersection of the East line of said Section 3 with a line parallel with the center line of the Department of Public Works Survey from Madison to Dunnigan, Road III-Yol-90-B and distant therefrom 56 feet Easterly; said intersection being South 709.3 feet from the Northeast corner of said Section 3; thence from said intersection parallel with the center line of said Survey South 9° 59' West 595 feet, more or less, to the South line of Lot 1 of said Section 3.

ALSO EXCEPTING THEREFROM all that certain real property conveyed to the State of California by deed recorded on August 2, 1956, in Book 491 of O. R., at Page 329, more particularly described as follows:

Micro Fiched

A portion of Fractional Section 3, Township 10 North, Range 1 West, M.D.B.&M., acquired by W. B. Mauler by deed dated January 3, 1935 recorded in Book 71, at Page 146, O. R., of Yolo County, EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE STATE OF California, by deed recorded in Book 119, at Page 380 of O. R. of said County.

Said portion being all that part thereof lying Easterly of a line described as follows:

BEGINNING AT a point on the North side of County Road No. 16, from which the quarter corner common to Section 34 and Section 35, Township 11 North, Range 1 West, M.D.B.&M., bears North 3° 36' 16" East 2621.50 feet, said point also being distant 179.51 feet Westerly measured at right angles from Engineer's Station "B" 267+49.86; THENCE South 1° 11' 09" East 60.00 feet; thence South 66° 07' 12" East 87.45 feet; thence South 3° 27' 59" West 105.68 feet; thence South 9° 59' West 1565.00 feet.

ALSO the underlying fee interest appurtenant to the above described portion of Fractional Section 3, Township 10 North, Range 1 West, M.D.B.&M., in the adjoining public ways.

ALSO EXCEPTING THEREFROM all water, water rights, oil, oil rights, minerals, mineral rights, natural gas, natural gas rights and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, without, however, the right to drill, dig or mine through the surface of said land therefore or otherwise in such manner as to endanger the safety of any highway that may be constructed, as reserved by W. B. Mauler in deed recorded January 10, 1974, Book 1088, Page 619, Yolo County Records.

CONTINUED

SCHEDULE A OF PROPERTY SEARCH GUARANTEE CONTINUED

ALSO EXCEPTING THEREFROM all that certain real property conveyed to the State of California on April 26, 1971 in Book 975 of O. R., at Page 261, more particularly described as follows:

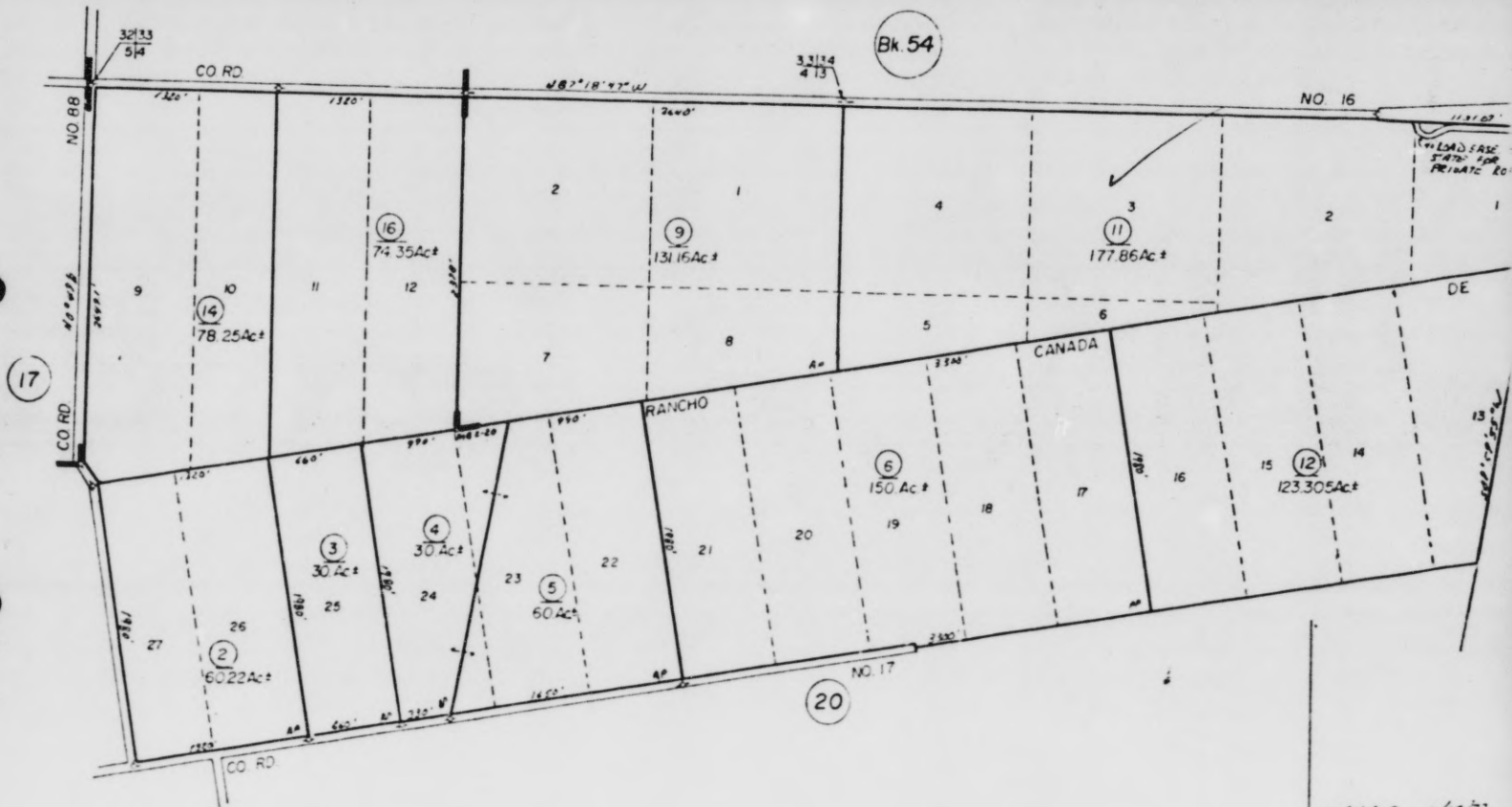
All that portion of Fractional Section 3, Township 10 North, Range 1 West, M.D.B.&M., described as follows:

BEGINNING AT a point on the North line of said Fractional Section 3, distant along said line North 88° 47' 12" West 142.11 feet from the Northeast corner of said Fractional Section 3; THENCE (1) along said North line North 88° 47' 12" West 1342.13 feet; thence (2) leaving said North line South 00° 22' 00" West 37.93 feet to a point distant 40.00 feet Southerly, measured at right angles from the "X" line at Engineer's Station "X" 5+50.00 of the Department of Public Works' Survey on Road 03-Yol-505 from Post Mile 0.0 to Post Mile 15.6; thence (3) South 87° 18' 55" East 1312.55 feet; thence (4) South 09° 59' 55" West 1025.43 feet to a point in the Southerly line of said Fractional Section 3; thence (5) along said Southerly line North 81° 19' 08" East 128.50 feet to its intersection with the Westerly line of the existing State Highway 03-Yol-505; thence along said Westerly line the following 4 courses: North 10° 00' 39" East 898.40 feet; North 03° 29' 38" East 105.64 feet; North 66° 05' 33" West 87.41 feet, and North 01° 09' 30" West 35.86 feet to the point of beginning.

NOTE:

Micro Fiched

This Guarantee is limited to the above described property. The 1977-78 Yolo County Assessor's Roll designated the above described property as Assessment Parcel No. 48-180-11, Code Area 63-051.



Bk 54

17

20

MR Bk 2 Pn 20-Woodland Tract

WO 4064 C 2/14/77
 WO 4064 D 2/14/77
 Cancelled WO 3735 D 4/3/76
 WO 3736 9/29/75
 WO 3737 D 7/2/75
 WO 3738 D 6/16/75
 - REVISED -

AGREEMENT NO. R-43

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
Erna B. Genness, Route 3, Box 610, Woodland, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 36 by the County by
Resolution No. R-12, which was filed in the Office of the
County Recorder of Yolo County on 1978
and recorded in Volume of Official Records at Page
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Chenevix
CHIEF CLERK OF THE BOARD OF SUPERVISORS

OWNER(S)

Paul B. Jenness

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 1-31, 1988, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

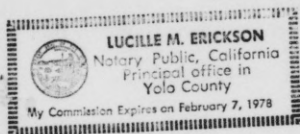
On this 8th day of July in the year one thousand nine
hundred and 77 before me, the undersigned
a Notary Public, State of California, duly commissioned and sworn, personally
appeared Erna B. Jenness

known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the County of Yolo the day and year
in this certificate first above written.

Lucille M. Erickson
Notary Public, State of California

My commission expires



Cowdery's Form No. 32-Acknowledgement-General (C. C. Sec. 1190a)

Printed 12/72

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 1752

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 74097

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

ERNA B. JENNESS

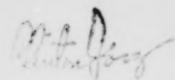
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 30, 1977 @ 5:00 P.M. , in the County of YOLO, STATE OF CALIFORNIA

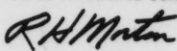
Countersigned:



Vice President

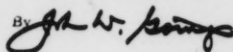
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Premium # 36

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74097

Effective Date: June 30, 1977 @ 5:00 P.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
YOLO County, California, and the indices of the County Recorder of said
County subsequent to March 1st, 1977, with respect to the name(s) of

ERNA B. JENNESS

Title to the herein described property vests in:

ERNA B. JENNESS

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

All that real property situated in the County of Yolo, State of California,
and is described as follows:

PARCEL 1:

The West 44.03 acres of fractional Northeast Quarter of Section 15, Township
10 North, Range 1 West, M.D.B.&M., described as follows:

BEGINNING at an iron stake in the East boundary of the Rancho Canada de Capay,
and marking the Northeast corner of the lands of T. R. Lowe; running thence
North 28° 59' East 91.5 feet to the Northeast corner of the County Roads, and
being the beginning point for this description; thence South 80° 21' East
1769.4 feet along the North side of the County road; thence North 1296.1 feet
to the North boundary of said Section 15; thence West 1575.7 feet along said
North boundary of Section 15; to the East line of the County Road along the
Easterly boundary of the Rancho Canada de Capay; thence South 9° 35' West
1013.6 feet along said East boundary of said County road to the point of
beginning, containing 44.03 acres, more or less.

EXCEPTING THEREFROM the following:

- (a) Those portions conveyed to the State of California, by deeds recorded
March 9, 1955, in Book 447 of O. R., at Page 501, and December 2, 1957,
in Book 528 of O. R., at Page 216.
- (b) That portion of fractional Section 15, Township 10 North, Range 1 West,
M.D.B.&M., described as follows:

(Continued)

CONTINUED

(b) CONTINUED

BEGINNING AT a point in the Easterly line of existing State Highway 505, distant South 72° 10' 41" East 147.95 feet from the Westerly terminus of the course described as "North 72° 10' 41" West 214.00 feet" in deed to State of California recorded December 2, 1957 in Book 528 at Page 216, O. R., of Yolo County;

Micro Fiched

THENCE from said point of beginning along said Westerly line North 72° 10' 41" West 147.95 feet; thence North 41° 24' 30" West 113.16 feet; thence North 77° 37' 53" West 261.86 feet; thence North 53° 04' 35" West 224.41 feet; thence North 06° 37' 58" West 226.95 feet; thence North 08° 07' 13" East 322.27 feet; thence North 09° 59' 18" East 255.19 feet to a point in the North line of said Section 15; thence along said North line South 89° 14' 10" East 114.99 feet; thence leaving said North line from a tangent that bears South 11° 28' 53" East along a curve to the left with a radius of 2,458.00 feet, through an angle of 10° 13' 16", an arc length of 438.49 feet; thence South 21° 42' 09" East 214.98 feet; thence South 24° 20' 10" East 177.70 feet; thence along a tangent curve to the right with a radius of 650.00 feet, through an angle of 24° 10' 59", an arc length of 274.35 feet; thence South 63° 36' 40" East 152.72 feet to the point of beginning, containing 6.98 acres, more or less.

(c) That portion of fractional Section 15, Township 10 North, Range 1 West, M.D.B.&M., described as follows:

BEGINNING AT the Northerly terminus of the course described as "North 10° 20' 48" East 100.00 feet" in deed to State of California recorded December 2, 1957 in Book 528 at Page 216, O. R., of Yolo County,

THENCE from said point of beginning South 72° 10' 41" East 33.73 feet; thence South 77° 31' 48" East 136.85 feet; thence South 77° 13' 52" East 249.42 feet to a point in the Northerly line of County Road 19; thence along said Northerly line North 79° 39' 12" West 419.40 feet to a point in said course described as "North 10° 20' 48" East 100.00 feet"; thence along said course North 10° 20' 48" East 20.00 feet to the point of beginning, containing 0.09 acres, more or less.

PARCEL 2:

A portion of the fractional Northeast Quarter of Section 15, and a portion of the fractional Northwest Quarter of Section 14, Township 10 North, Range 1 West, described as follows:

BEGINNING AT an iron stake on the East boundary of the Rancho Canada de Capay, and marking the Northeast corner of the lands, now or formerly owned by T. R. Lowe; running thence North 28° 59' East 91.5 feet to the Northeast corner of the county road; thence South 80° 21' East 1769.4 feet along the North side of a county Road to the point of beginning of this description; thence continuing along the North side of said County Road, South 80° 21' East 950.6

(CONTINUED)

ORDER NO. 74097

CONTINUED

feet to the Southeast corner of the property herein described; thence leaving the County Road North $0^{\circ} 28'$ West 1455 feet along an old fence to the North boundary of said Section 14, Township 10 North, Range 1 West; thence West 926.2 feet along the North boundary of said Sections 14 and 15 to the Northeast corner of the property conveyed by Chas. Hall to Geo. Jenness; thence South along the East line of property of George Jenness, 1296.1 feet to the point of beginning, containing 29.39 acres, more or less.

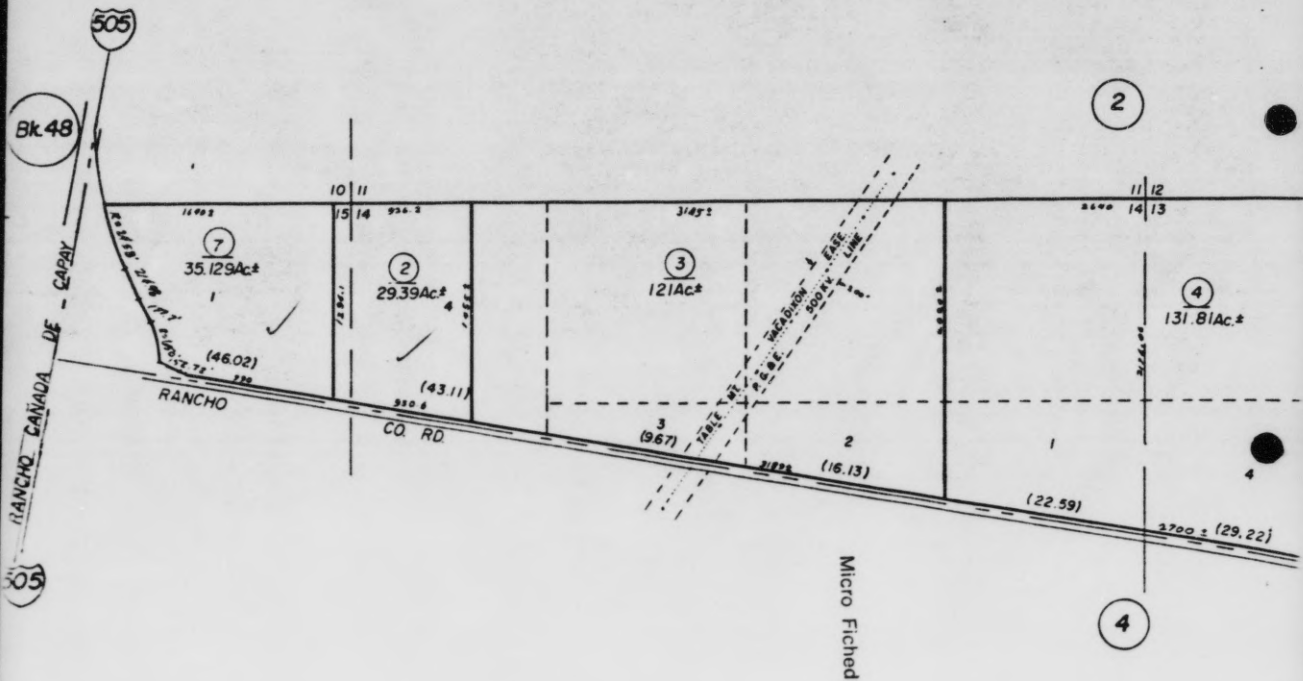
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NOTE: This Guarantee is limited to the above described property.

The 1976-77 Yolo County Assessor's Roll designates the above described property as follows:

Parcel No. 1: 49-030-07

Parcel No. 2: 49-030-02



AGREEMENT NO. 28-44

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1972, by and between
WILLIAM LEVERN COTTER, BARBARA J. COTTER
AND CLOYD LEVERN COTTER
P.O. BOX 33 DUNNIGAN, CA 95837

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

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WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 64 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1972
and recorded in Volume _____ of Official Records at Page _____
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

William L. Cotten
Barbara J. Cotten
Floyd Le Vern Cotten

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1928, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

	STATE OF CALIFORNIA, County of <u>Yolo</u> } ss.
	ON <u>July 10</u> , 19 <u>27</u> , before me, the undersigned a Notary Public in and for the State of California with principal office in the County of <u>Yolo</u> , personally appeared <u>William J. Cotter, Barbara J. Cotter and Floyd de Vries Cotter</u> known to me to be the persons whose names <u>are</u> subscribed to the within instrument, and acknowledged to me that <u>they</u> executed the same. WITNESS my hand and official seal.
SIGNATURE OF NOTARY <u>Nancy L. McCullough</u> NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA	
NOTARY'S NAME AND COMMISSION EXPIRATION DATE PRINTED	

P. O. Box 69, Dunnigan, CA. 95937

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 1742

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 74074

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

WILLIAM L. COTTER, BARBARA J. COTTER, FLOYD LEVERN COTTER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 20, 1977 @ 8:00 a.m., in the County of Yolo

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

R.H. Martin

President

By

John W. Springs

Secretary

Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Preserve #64

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74074

Effective Date: June 20, 1977 @ 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:
WILLIAM L. COTTER and BARBARA J. COTTER, his wife, as joint tenants, as to
an undivided 1/2 interest; and FLOYD LEVERN COTTER, as to an undivided
1/2 interest.

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

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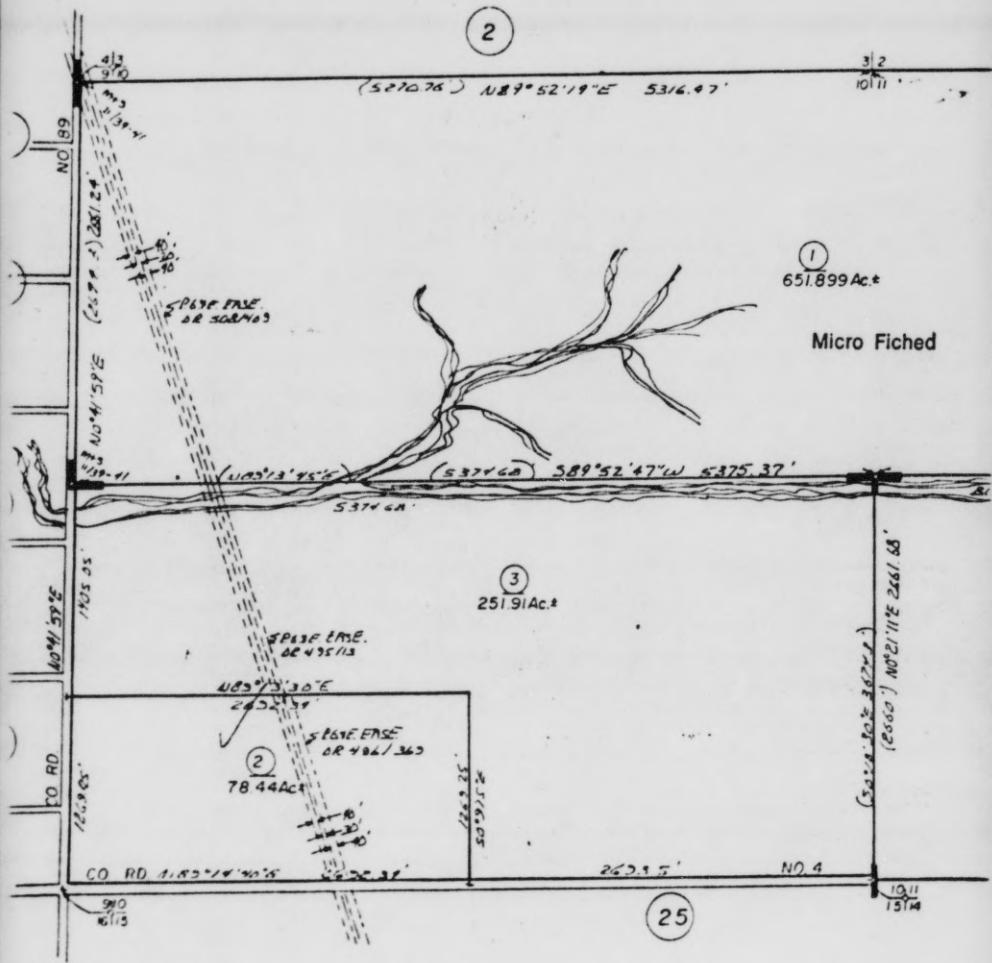
DESCRIPTION

All that real property situate in the State of California, County of Yolo,
described as follows:

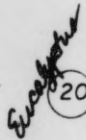
The Northwest Quarter of Section 15, and a portion of the South Half of the
Southwest Quarter of Section 10, Township 12 North, Range 1 West, M.D.B. & M.,
described as follows:

BEGINNING AT A 2 inch round iron monument marking the Southwest corner of
said Section 10, and extending thence from said point of beginning North
along the West line of said Section 10, a distance of 1269.25 feet; thence
North 89° 13.5' East, 2692.34 feet, to the Quarter Section line running North
through Section 10; thence South 00° 09' 15" East, along said Quarter Section
line, 1269.25 feet, to the Quarter corner common to Sections 10 and 15; thence
running South 00° 41' 30" East, along the Quarter Section line running through
Section 15, a distance of 2663.4 feet, to the center of Section 15, and center
of Section 15 being marked by a 1.25 inch square iron monument; thence South 89°
16' 30" West, along the Quarter Section line of Section 15, a distance of 2677.55
feet to the Quarter corner on the West line of said Section 15; thence North 01°
05' West, along the West line of said Section 15, a distance of 2660.90 feet,
to the point of beginning.

NOTE: This Guarantee is limited to the above described property.
The 1977-78 Yolo County Assessor's Roll designates the above described
property as assessment Parcel Nos. 51-050-02 and 51-250-01.



M&S Bk1Pg. 7-Sec's 13, 14, 11, 23, 24, T. 12 N., R. 1 W., M.D.M.
M. & S. Bk. 11, Pg. 39-41-R of S of Hershey Estate.



NO 3/78
VOTER
DAT 12
WDT.

(formerly por. 19-23)

AGREEMENT NO. 28-45

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1928, by and between _____
_____Wilmer W Bradford_____
_____13-1 Park Ave._____
_____Woodland, Cal._____

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 36 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1928
and recorded in Volume _____ of Official Records at Page _____
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Wilma W. Bradford

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodriguez
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this July 12, 1977, before me the undersigned County Clerk of the County of Yolo, personally appeared Wilmer W. Bradford, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 12th day of July, 1977.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodriguez
DEPUTY

COMBINATION GUARANTEE

71 1743

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 74083

Liability \$130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

WILMER W. BRADFORD

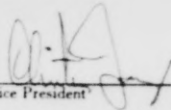
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

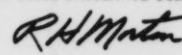
1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 29, 1977, @ 8:00 a.m., in the County of Yolo, State of California

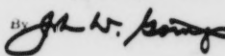
Countersigned:


Vice President

WESTERN TITLE INSURANCE COMPANY

By 

President

By 

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

"Ephilet A"

Addition to Premium #36

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74083

Effective Date: June 29, 1977 @ 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Assessor of Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY VESTS IN:

WILMER W. BRADFORD

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

see Description attached

Micro Fiched

NOTE: The Yolo County Assessor designates the herein described property on
their 1976-77 Assessment Roll as Assessors Parcel No.
As to Parcels 1, 2 and 3: 55-180-08; Code Area 87-094
As to Parcel 4: 55-180-05, Code Area 87-096

This guarantee is limited to the above described property.

DESCRIPTION

The land referred to in this report is situated in the State of California, County of Yolo and is described as follows:

PARCEL 1:

Lot "D" as the same is indicated and designated upon that certain Partition Map of Bradford Lands, recorded in the office of the County Recorder of Yolo County, California, on page 65 of Maps and Surveys No. 4 of Yolo County Recorder, said Lot "D" is further described as bounded by a line beginning at an old iron pipe marking the Southeast corner of the Southeast 1/4 of Section 27, Township 11 North, Range 1 East, M.D.B.&M., and running thence North 0° 12' West 1173.75 feet along the East boundary of said quarter section to the Westerly boundary of the California State Highway; thence North 40° 13-1/2' West 326.33 feet along the last mentioned boundary to a buggy axle set in the ground; thence West 869.17 feet to a buggy axle set in the ground; thence South 0° 06-1/2' East 1422.9 feet to a buggy axle set in the ground on the South boundary of said quarter section; thence East 1081.3 feet to the point of beginning, being a part of said Southwest 1/4 of Section 27, Township and Range aforesaid and containing 34.68 acres of land.

EXCEPTING THEREFROM that portion of Lot "D" as shown on the Partition Map of Bradford Lands recorded on February 6, 1924, in Book 4 of Maps and Surveys, at page 65, described as follows:

Micro Fiched

That portion of said lot D beginning at a point in the Easterly line thereof, distant along said Easterly line N. 00° 22' 39" E. 855.03 feet from the Southeast corner of said Bradford Lands, said point also being 102.00 feet Southwesterly, measured at right angles, from the base line at Engineer's Station "C" 202+96.48 of the Department of Public Works' Survey on Road 03-Yol-5 from Post Mile 11.1 to Post Mile 20.7; THENCE from said point of beginning N. 39° 37' 06" W. 600.23 feet; thence along a curve to the left with a radius of 4,898.00 feet, through an angle of 01° 42' 44", an arc distance of 146.37 feet to the Northerly line of Lot "D" as shown on said Partition Map; thence along said Northerly line S. 89° 22' 56" E. 271.22 feet to a point in the Southwesterly line of the lands described in deed to State of California dated February 11, 1919, and recorded March 17, 1919, in Book 95 of Deeds, at page 179, said Official Records; thence along said Southwesterly right of way line S. 39° 36' 27" E. 327.22 feet to said Easterly line; thence along said Easterly line S. 00° 23' 39" W. 318.64 feet to the point of beginning.

PARCEL 2"

The West 34.13 acres of Lot "B" as the same is indicated and designated upon that certain Partition Map of Bradford Lands recorded in the office of the County Recorder of Yolo County, California, on page 65 of Maps and Surveys No. 4 of Yolo County Recorder said Lot "E" is further described as bounded by a line beginning at an old iron monument that marks the northwest corner of the Southwest 1/4 of Section 27, Township 11 North, Range 1 East, M.D.B.&M., and running thence South 0° 06-1/2' East 1227.4 feet along the West boundary of said quarter section to a buggy axle set in the ground; thence East 2461.77 feet to a buggy axle set in the ground on the Westerly boundary of the California State Highway right of way; thence North 40° 13-1/2' West 1607.27 feet along the last mentioned boundary to the North boundary of said quarter section; thence South 89° 59' West 1425.81 feet to the point of beginning, being a part of said Southwest 1/4 of Section 27, Township and Range aforesaid and containing 34.78 acres of land.

continued

EXCEPTING THEREFROM that portion of the above described property that lies within the following described property:

Beginning at a point in the Westerly line of said Section 27, Township 11 North, Range 1 East, M.D.B.&M., that bears N. 00° 16' 00" E. 1161.53 feet from the Westerly quarter corner of said Section 27, said point also being 200.20 feet Northeasterly, measured radially from the base line at Engineer's Station "C" 243+37.49 of the Department of Public Works' Survey on Road 03-Tol-5 from Post Mile 11.1 to Post Mile 20.7; THENCE (1) from said point of beginning along the generally Southerly lines described in deed to the Pacific Gas and Electric Company dated November 20, 1963, recorded December 26, 1963, in Book 740 at page 508 said Official Records S. 48° 14' 44" E. 290.20 feet; and (2) N. 50° 24' 50" E. 300.00 feet to a point in the Southwesterly right of way line described in deed to the State of California dated February 11, 1919, recorded March 17, 1919, said Official Records; thence (3) leaving said Southerly line and along said Southwesterly right of way line S. 39° 36' 27" E. 1525.63 feet to a point in the Southerly line of the Northwest 1/4 of said Section 27; thence (4) along last mentioned Southerly line N. 89° 21' 32" W. 214.86 feet to the Northwesterly corner of the East 20.65 acres of Lot "B" as shown on the Partition Map of Bradford Lands, recorded February 6, 1924, in Book 4 of Maps and Surveys at page 65; thence (5) along Westerly line of said East 20.65 acres of Lot "B" S. 00° 25' 20" W. 368.28 feet; thence (6) leaving said Westerly line N. 51° 37' 06" W. 669.04 feet; thence (7) along a curve to the right with a radius of 5102.00 feet, through an angle of 09° 06' 56", an arc distance of 811.71 feet; thence (8) S. 07° 22' 25" W. 400.72 feet; thence (9) S. 03° 41' 59" W. 130.33 feet; thence (10) N. 89° 44' 00" W. 30.00 feet to a point in said Westerly line of Section 27; thence (11) along last mentioned line N. 00° 16' 00" E. 1102.89 feet to the point of beginning.

PARCEL 3:

Micro Fiched

Lot "C" as the same is indicated and designated upon that certain Partition Map of Bradford Lands recorded in the office of the County Recorder of Yolo County, California, on page 65 of Maps and Surveys No. 4 of Yolo County Recorder said Lot "C" is further described as bounded by a line beginning at the Southwest corner of the Southwest quarter of Section 27, Township 11 North, Range 1 East, M.D.B.&M., and running thence East 1592.6 feet along the south boundary of said quarter section to a buggy axle set in the ground; thence North 0° 06-1/2' West 1422.9 feet to a buggy axle set in the ground; thence West 1592.6 feet to a buggy axle set in the ground on the West boundary of said quarter section; thence South 1422.9 feet to the point of beginning, being a part of said Southwest quarter of Section 27, Township 11 North, Range 1 East, M.D.B.&M., and containing 52.02 acres of land.

PARCEL 4:

A portion of the Northwest Quarter of Section 27, Township 11 North, Range 1 East, M.D.B.&M., described as follows:

Commencing at the Northwest corner of the Bradford Lands as the same are shown by the plat thereof recorded in the office of the Recorder of Yolo County, California, on February 6, 1924, in Book 4 of Maps and Surveys, Page 65, and extending thence Northerly along the West line of said Section 27, a distance of 1675 feet, more or less to the Southwesterly line of the California State Highway right of way; thence Southeasterly along said right of way line to its intersection with

the South line of said Northwest Quarter of Section 27; thence Westerly along said line being also the North line of the aforementioned Bradford lands to the point of beginning, containing 27 acres more or less.

EXCEPTING THEREFROM the following described parcels:

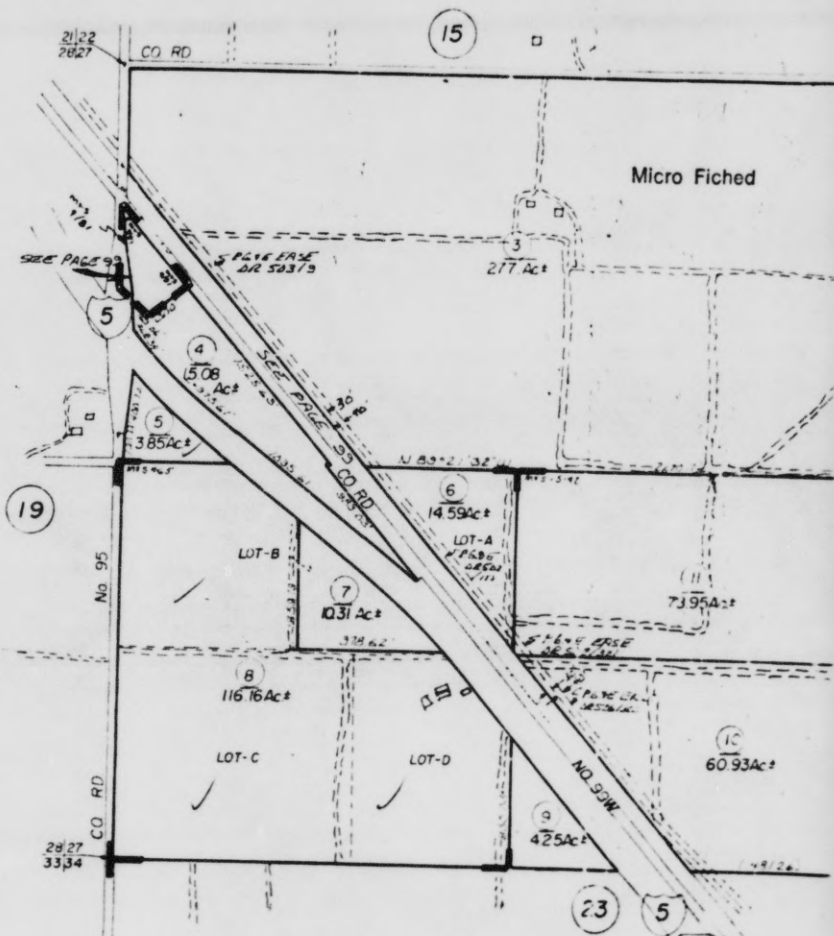
- (a) Beginning at the intersection of the westerly boundary line of Section 27, Township 11 North, Range 1 East, M.D.B.&M., with the southwesterly boundary line of the State Highway traversing said Section 27 from which the iron monument marking the northwest corner of said Section 27 bears North $0^{\circ} 27'$ East 955.95 feet distant and running thence south $0^{\circ} 27'$ west along the westerly boundary line of said Section 27, 535.93 feet to a $3/4$ inch iron monument; thence south $89^{\circ} 33'$ East 447.58 feet to a point in said southwesterly boundary line; thence north $39^{\circ} 25'$ west, along said southwesterly boundary line, 698.25 feet, more or less, to the point of beginning; containing 2.753 acres and being a portion of the northwest quarter of said Section 27.
- Micro Fiched
- (b) Beginning at the $3/4$ inch iron monument marking the southwest corner of the 2.753 acre parcel of land described in the deed from Wilmer W. Bradford and wife to Pacific Gas and Electric Company dated January 14, 1952 and recorded in the office of the County Recorder of said County of Yolo in Book 361 of Official Records at page 32, said $3/4$ inch iron monument being in the westerly boundary line of Section 27, Township 11 North, Range 1 East, M.D.B.&M., and running thence south $89^{\circ} 33'$ east, along the southerly boundary line of said 2.753 acre parcel of land, 447.58 feet to a bronze cap (marked PAC. GAS & ELECT. CO. PROP. COR.) marking the most easterly corner of said 2.753 acre parcel of land, said bronze cap being in the southwesterly boundary line of the state highway extending along the northeasterly boundary line of said 2.753 acre parcel of land; thence south $50^{\circ} 35'$ west 300.0 feet to a bronze cap (marked PAC. GAS & ELECT. CO. PROP. COR.); thence north $48^{\circ} 02-1/2'$ west 290.2 feet, more or less, to the point of beginning; containing 0.988 acre, more or less, and being a portion of the northwest quarter of said Section 27.
- (c) That portion of the said Northwest quarter of Section 27, that lies within the following described property:
Beginning at a point in the Westerly line of said Section 27 that bears N. $00^{\circ} 16' 00''$ E. 1161.53 feet from the Westerly quarter corner of said Section 27, said point also being 200.20 feet Northeasterly, measured radially from the base line at Engineer's Station "C" 243+37.49 of the Department of Public Works' Survey on Road 93-Yolo-5 from Post Mile 11.1 to Post Mile 20.7; THENCE (1) from said point of beginning along the generally Southerly lines described in deed to the Pacific Gas and Electric Company, dated November 20, 1963, recorded December 26, 1963 in Book 740 at page 508, said official Records S. $48^{\circ} 14' 44''$ E. 200.20 feet; and (2) N. $50^{\circ} 24' 50''$ E. 300.00 feet to a point in the Southwest-erly right of way line described in deed to the State of California dated February 11, 1919, recorded March 17, 1919, said Official Records; thence (3) leaving said Southerly line and along said Southwest-erly right of way line S. $39^{\circ} 36' 27''$ E. 1525.63 feet to a point in the Southerly line of the Northwest $1/4$ of said Section 27; thence (4) along last mentioned Southerly line N. $89^{\circ} 21' 32''$ W. 214.86 feet to the Northwest-erly corner of the East 20.65 acres of Lot "B" as shown on the Partition Map of Bradford

Land, recorded February 6, 1924, in Book 4 of Maps and Surveys at page 65; thence (5) along Westerly line of said East 20.65 acres of Lot "B" S. $09^{\circ} 25' 20''$ W. 368.28 feet; thence (6) leaving said Westerly line N. $51^{\circ} 37' 06''$ W. 669.04 feet; thence (7) along a curve to the right with a radius of 5102.00 feet, through an angle of $09^{\circ} 06' 56''$, an arc distance of 811.71 feet; thence (8) S. $07^{\circ} 22' 25''$ W. 400.72 feet; thence (9) S. $03^{\circ} 41' 59''$ W. 130.33 feet; thence (10) N. $89^{\circ} 44' 00''$ W. 30.00 feet to a point in said Westerly line of Section 27; thence (11) along last mentioned Westerly line N. $00^{\circ} 16' 00''$ E. 1102.89 feet to the point of beginning.

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55-18.

SEC. 27 & POR. SEC. 26, T. 11 N., R. 1 E., M.D.B.



M & S Bk 2, Pg. 50 - Sec 27, 28, 33, 34, T. 11 N., R. 1 E., M.D.M.
 M & S Bk 4, Pg. 65 - Bradford Lands.
 M & S Bk 5, Pg. 42 - A. Richter Estate.
 M & S Bk 9, Pg. 81 - P.G. & E.

(formerly 19-78)
 NOTE - Assessor's Block
 Assessor's Parcel

AGREEMENT NO. 28-46

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 28, by and between
ROBERT B. CARTER and EANE F. CARTER
909 OAK STREET, COLUSA, CALIFORNIA 95922

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 41 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on 1928
and recorded in Volume _____ of Official Records at Page _____
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edwards
CHIEF CLERK OF THE BOARD OF SUPERVISORS

OWNER(S) Robert L. Carter
Will F. Carter

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1928, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

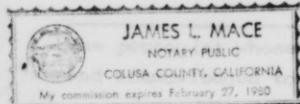
LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Paulina Rodgers
DEPUTY

STATE OF CALIFORNIA,
County of Colusa) ss.

On this 12th day of July in the year one thousand nine hundred and Seventy-Seven
before me, James L. Mace, a Notary Public,
State of California, duly commissioned and sworn, personally appeared
Robert B. Carter and Jane F. Carter



known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that he y executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Colusa the day and year in this certificate first above written.

James L. Mace
Notary Public, State of California.

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1189) 64258 (PRINTED 4-12-23)

My Commission Expires _____

LAURENCE P. HENIGAN, COUNTY CLERK



RO 20259-039

Record Owner Guarantee
Title Insurance and Trust Company

Liability \$100.00

a California corporation, herein called the Company, guarantees

THE COUNTY OF YOLO

Fee \$ **35.00**

Your

Ref. **Carter, Robert B, et ux**

Parcel Nos:

18-390-2, 11

18-400-2, 3, 4, 5, 7 & 8

48-020-05; 48-150-01

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Mirror Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded **11-9-76** Doc. No. **19089** in Book **1217** Page **670** D. T. S. \$ **797.50**

In favor of

**Robert B. Carter and Jane F. Carter, husband and wife as
Community Property**

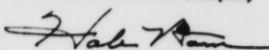
If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Dated: June 30, 1977 @ 7:30 A.M.

Title Insurance and Trust Company

by 

PRESIDENT

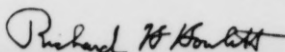
Addition to President #41
Attest: 
SECRETARY

Exhibit A "
SCHEDULE " - "

The land referred to herein is described as follows:

All that land situate in the County of Yolo, State of California, described as follows:

PARCEL ONE:

The Southwest Quarter; and the South half of the Northwest quarter of Section 27;

The South half of the Northeast Quarter; the West one-half; and the Southeast quarter of Section 28;

All of Section 29;

Micro Fiched

The Southeast quarter; the Northeast Quarter; and the Fractional South one-half of the Southwest Quarter of Section 30;

The Fractional North half; the Fractional Southwest Quarter; and the Southeast quarter of Section 31;

All of Section 32;

The North half; and the West half of the Southwest quarter of Section 33;

The Northwest quarter; and the South half of the Northeast quarter of Section 34;

All in Township 11 North, Range 2 West, M. D. B. & M., according to the official plat thereof.

Excepting therefrom an undivided one-half or fifty percent (50%) interest in and to all oil, gas hydrocarbon or other minerals in said premises, including the right to enter into and upon any portion or all of said premises or to authorize others to do so for the purpose of discovery, exploring for, developing and removal of the same from said premises, and to the right of ingress to and egress from said premises at all times, and the erection or construction of roads, fences or

continued;

other facilities which may be necessary or desirable in connection with the removal of any of said minerals or mineral substances therefrom, as excepted in the Deed executed by Robert H. Geer, et al, Recorded May 23, 1962, in book 676 of Official Records, page 146.

PARCEL TWO:

All of Fractional Section 6, Township 10 North, Range 2 West, M. D. B. & M., according to the official plat thereof.

Micro Fiched

Excepting therefrom an undivided one-half or fifty percent (50%) interest in and to all oil, gas hydrocarbon or other minerals in said premises, including the right to enter into and upon any portion or all of said premises or to authorize others to do so for the purpose of discovery, exploring for, developing and removal of the same from said premises, and to the right of ingress to and egress from said premises at all times, and the erection or construction of roads, fences or other facilities which may be necessary or desirable in connection with the removal of any of said minerals or mineral substances therefrom, as excepted in the Deed executed by Robert H. Geer, et al, Recorded May 23, 1962, in book 676 of Official Records, page 146.

PARCEL THREE:

All that part of Block "P" of Arnold & Gillig's Subdivision of a portion of the Rancho Canada de Capay, according to the official map of said subdivision, filed for record in the office of the Recorder of Yolo County, California, lying North of Cache Creek, and that certain tract adjoining same on the North, bounded and described as follows:

On the East and North by the Eastern boundary of said Rancho Canada de Capay; on the North by the land described in the Deed executed by Doniphant D. Russell, Recorded March 6, 1936, in book 88 of Official Records, page 240; on the West by Cache Creek; on the South by Cache Creek and the North boundary of said Arnold & Gillig's Subdivision.

Excepting therefrom those portion of said land lying within the bounds of that certain record of Survey entitled "Part of Rancho Canada de Capay, being South of Tancred Subdivision and East of the County Road," filed December 30, 1911, in book 3 of Maps and Surveys, page 105; and that certain record of Survey entitled "John A. Paull Property", filed January 21, 1952, in book 7 of Maps and Surveys, page 14, Yolo County Records.

continued;

Also

Excepting therefrom an undivided one-half or fifty percent (50%) interest in and to all oil, gas hydrocarbon or other minerals in said premises, including the right to enter into and upon any portion or all of said premises or to authorize others to do so for the purpose of discovery, exploring for, developing and removal of the same from said premises, and to the right of ingress to and egress from said premises at all times, and the erection or construction of roads, fences or other facilities which may be necessary or desirable in connection with the removal of any of said minerals or mineral substances therefrom, as excepted in the Deed executed by Robert H. Geer, et al, Recorded May 23, 1962, in book 676 of Official Records, page 146.

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AGREEMENT NO. 28-47

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1928, by and between
Lowell J. Quinn & Lotus L. Quinn
P.O. Box 192
Zamora, CA

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 1 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1928
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

HOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Lotus R. Quinn
Lowell J. Quinn

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this July 11, 1977, before me the undersigned County Clerk of the County of Yolo, personally appeared Lotus L. Quinn & Lowell J. Quinn, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 11 th day of July, 1977.

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

COMBINATION GUARANTEE

71 1750

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐

- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 74057 - AMENDED

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

LOWELL J. QUINN AND LOTUS L. QUINN

Micro Fiched

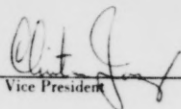
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

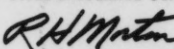
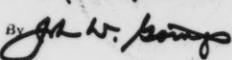
1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 20, 1977 @ 8:00 a.m., in the County of Yolo

Countersigned:


Vice President

WESTERN TITLE INSURANCE COMPANY

By  President
By  Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Reserve #1

Exhibit A

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74057 - AMENDED

Effective Date: June 20, 1977 @ 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

LOWELL J. QUINN

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

Micro Fiched

All that real property situate in the State of California, County of Yolo,
described as follows:

East one-half and Northwest Quarter of the Southeast Quarter and the Northeast
Quarter of the Southwest Quarter of Section 25, Township 11 North, Range 1
West, M.D.B. & M., containing one hundred and sixty acres, more or less.

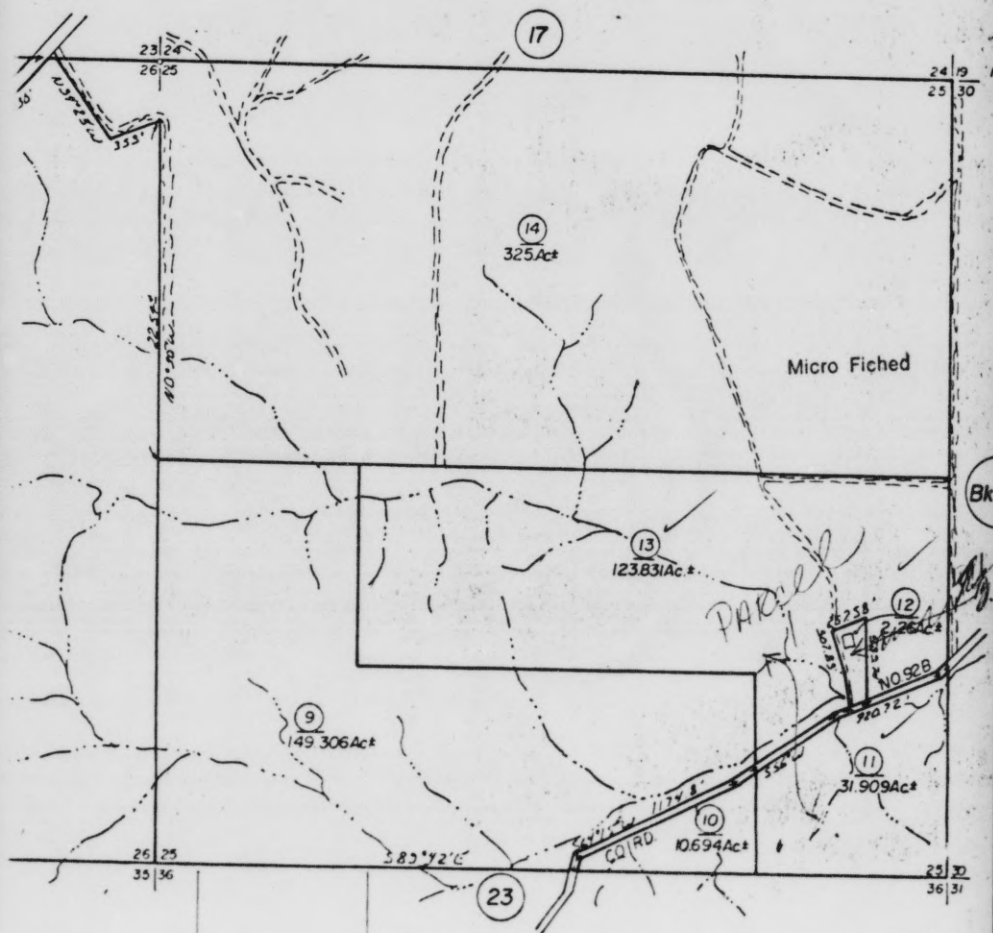
EXCEPTING THEREFROM that portion described as follows:

Beginning at a point which is North, along the Township line, 139.90 feet and
South 73° 48' West, along the Northerly side of County Road No. 92-B, 581.19
feet from the Southeast corner of Section 25, Township 11 North, Range 1
West, M.D.B. & M. thence from said point of beginning North 0° 27' West,
589.74 feet; thence South 70° 57' West, 257.78 feet to the Easterly edge of
a private Road Right of Way; thence along said Road Right of Way, South
18° 43' East, 307.83 feet and South 7° 23' East, 250.22 feet to the Northerly
side of said County Road No. 92-B; thence North 73° 48' East, 122.00 feet to
the point of beginning and containing 2.26 acres of land.

Also a 20 foot right of way for road purposes along and adjacent to the
Westerly side of the above described parcel of land.

This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described
property as Assessments Parcels Nos. 54-180-11 and 54-180-13.



Assessor's Map Bk.54, Pg.18
County of Yolo, Calif.

(formerly por. 19-40)

NOTE - Assessor's Block Numbers Shown in Ellipses

74/25

AGREEMENT NO. 28-48

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1928, by and between _____
Land Use Contract, 28-48
104 1/2 St.
Woodland, Ca. 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 37 by the County by Resolution No. 28-12, which was filed in the Office of the County Recorder of Yolo County on _____, 1928 and recorded in Volume _____ of Official Records at Page _____, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

HENCE, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Landmark Farms, Inc. by
John D. Hill, President
Landmark Farms, Inc.

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 13/, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Gae
DEPUTY

TO 449 C
(Corporation)

STATE OF CALIFORNIA

COUNTY OF Yolo } ss.

On July 13, 1977 before me, the undersigned, a Notary Public in and for said

State, personally appeared Wm. W. Gae

known to me to be the _____ President, and Barbara Gae

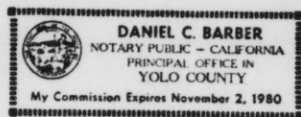
known to me to be _____ Secretary of the corporation that executed the within Instrument.

known to me to be the persons who executed the within
Instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within
instrument pursuant to its by-laws or a resolution of its board
of directors.

WITNESS my hand and official seal.

Signature Daniel C. Barber

Name (Typed or Printed)



(This area for official notarial seal)

LAURENCE P. HENIGAN, COUNTY CLERK



RO 19324-012

Record Owner Guarantee
Title Insurance and Trust Company

Liability \$100.00

a California corporation, herein called the Company, guarantees

Fee \$ 35.00

Your

Ref. Landing Farms, Inc.

AP # 49-090-06

THE COUNTY OF YOLO

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is: Deed

Doc. recorded 11-14-75 Doc. No. 16371 in Book 1168 Page 206 D. T. S. \$ 394.90

In favor of

Landing Farms, Inc., a California corporation

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE
A PART HEREOF.

Dated: July 5, 1977 at 7:30 A.M.

Title Insurance and Trust Company

by Val Am

PRESIDENT

Addition to President #37 Attest: Richard H. Bonlett

SECRETARY

EXHIBIT "A"

D E S C R I P T I O N

All that real property situate in the County of Yolo, State of California, described as follows:

LOTS 1 and 2 of Section 27, Township 10 North, Range 1 West, and the Northeast Quarter of Section 34, Township 10 North, Range 1 West, M.D.B.&M., according to the official plat thereof, EXCEPTING THEREFROM, that certain tract conveyed to Fred G. Burrows by Deed recorded in Book 97 of Deeds, page 345, Yolo County Records.

Micro Fiched

Also excepting therefrom, that certain portion of Lot 1, conveyed to the State of California, by deed recorded December 2, 1957, in Book 528 of Official Records, described as follows:

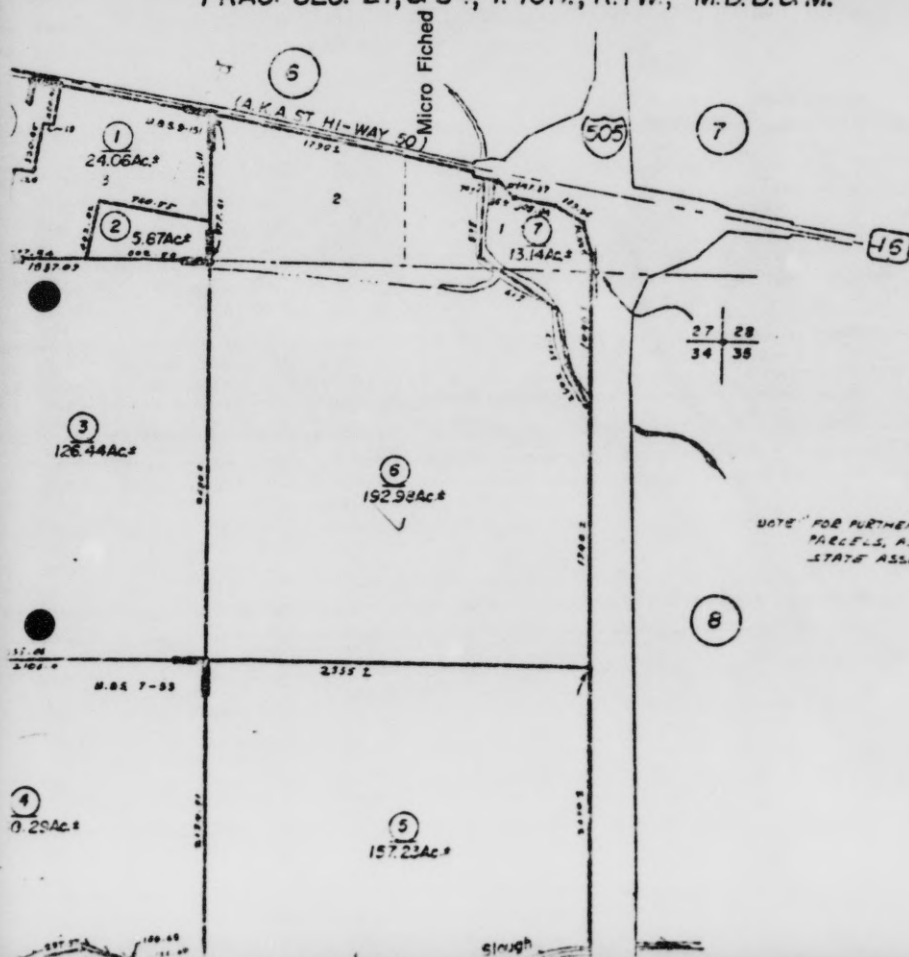
A portion of Lot 1 of Section 27, Township 10 North, Range 1 West, M.D.B.&M., as described in deed recorded in Book 333 of Official Records, page 129, Yolo County Records.

Said portion is all that part thereof lying Northerly of the following described line:

Beginning at a point distant North 11° 51' 58" East, 123.24 feet from the Southeast corner of said Section 27; said point is also distant 102.50 feet Westerly, measured at right angles from Engineer's STATION "A3" 557+00.21 of the base line of the Department of Public Works' Survey between the Solano County line and 2-3/4 miles North of Madison, Road III Yol-90, 6-A, B, Win.D; thence from said point of beginning South 89° 06' 44" West, 52.27 feet; thence North 16° 08' 06" West, 225.76 feet; thence North 58° 58' 52" West, 189.96 feet; thence North 79° 34' 37" West 305.84 feet; thence North 40° 55' 02" West 147.27 feet; thence North 79° 34' 37" West 70.00 feet; thence North 79° 34' 37" West 105.00 feet; thence North 10° 25' 23" East, 100.00 feet.

FRAC. SEC. 27, & 34, T. 10N., R. 1W., M.D.B. & M.

43-09



LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 79, by and between
FRED S. TABLOCK
643 College Street
Woodland, California, 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 37 by the County by Resolution No. 28-12, which was filed in the Office of the County Recorder of Yolo County on _____, 1978, and recorded in Volume _____ of Official Records at Page _____ (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both CNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

HOW, THEREFORE, both CNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to CNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to CNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the CNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY *William H. Edmunds*
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

CNER(S)

Frank L. Cadwell

STATE OF CALIFORNIA)

COUNTY OF YOLO

) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers
Deputy

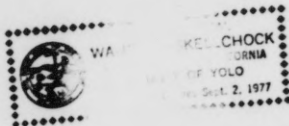
STATE OF CALIFORNIA)

COUNTY OF YOLO

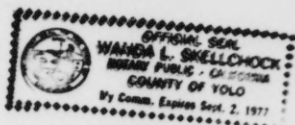
) ss.

On this 8 July, 1977, before me the undersigned Notary Public ~~COUNTY CLERK~~ of the County of Yolo, personally appeared FRED S. TADLOCK, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 8th day of July, 1977.



Wanda L. Shellchock
NOTARY PUBLIC



COMBINATION GUARANTEE

71 1735

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 73922 C

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES
FRED S. TADLOCK

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 14, 1977 @ 8:00 a.m., in the County of Yolo

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

R.H. Martin

President

By

John W. Sanders

Secretary

Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

"Exhibit A"

Addition to Preserves # 37

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 73922-C

Effective Date: June 14, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

FRED S. TADLOCK

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

All that real property situate in the State of California, County of Yolo,
described as follows:

The North 90 acres of land of the Northwest quarter of Section 15, Township
9 North, Range 1 West, M.D.B.&M.

SAVING AND EXCEPTING THEREFROM the following described property.
BEGINNING AT a point on the North line and 60 feet East of the Northwest
corner of Section 15, Township 9 North, Range 1 West M.D.B.&M., and running
thence East 220 feet; thence South 0° 20' East, 785.0 feet; thence West 220.0
feet to the right of way of the Southern Pacific Railroad Company; thence North
0° 20' West, along said right of way line, 785.0 feet to the point of beginning.

ALSO EXCEPTING THEREFROM 6400 square feet of land conveyed to the Southern
Pacific Railroad Company by Deed dated October 3, 1925 and more particularly
described in Volume 111 of Deeds at Page 306 of record in the office of the
Recorder of Yolo County, California.

NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described
property as Assessment Parcel No. 50-100-16.

EC. 158 SEC. 16, T.9N., R.1W., M.D.B. & M.

CAUTION - This map is for NOT to be
for legal descriptions.

50-100 16

(6)

PARCELS

(10) 85.04 Act

(21) 22.427 Act (net)

(20) 5.16 Act

(19) 40 Act

(15) 68.54 Act

(24) 17.113 Act

(21) 21.25 Act

(14) 18.95 Act

(13) 98 Act

(22) 167.67 Act

Micro Fished

Part of 167.67 Act

No 27

505

(13)

16/15
21/22

5,22,23,24, T.9N.,
Grant
Block Lands.

2003032 4/1/15
2003032 7/22/15
2003032 11/1/15
2003032 2/1/16

Assessor's Map Bk. 50, 1
County of Yolo, Calif

(formerly, por. 21-52 R por. 21-53)

NOTE - Assessor's Block Numbers Shown in Ellipses

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 78, by and between
FRED S. TADLOCK and VIRGINIA R. TADLOCK
643 College Street, Woodland, California 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "Subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 28 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 19 78
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

William H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(S.E.L)

OWNER(S)

Lud A. Geller
Virginia R. Geller

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

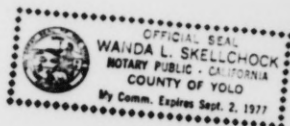
Paul and Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this July 8, 1977, before me the under-
signed ~~County Clerk~~ ^{Notary Public} of the County of Yolo, personally appeared
FRED S. TADLOCK and VIRGINIA R. TADLOCK, known to me to be
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this 8th day of July, 1977.

Wanda L. Skellchock
NOTARY PUBLIC



COMBINATION GUARANTEE

71 1783

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 73922 A

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

FRED S. TADLOCK AND VIRGINIA R. TADLOCK

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 14, 1977 @ 8:00 a.m., in the County of YoLo

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

R.H. Martin

President

By

John W. Perry

Secretary

Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

*"Exhibit A"**Addition to Presume #28*

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 71922-A

Effective Date: June 14, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
YOLO County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

FRED S. TADLOCK and VIRGINIA R. TADLOCK, his wife

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

All that real property situate in the State of California, County of Yolo,
described as follows:

The East half of the Northeast Quarter of Section 36, Township 9 North,
Range 3 East, and the West half of the Northwest Quarter of Section 31,
Township 9 North, Range 4 East, M.D.B.&M. The above described lands are
a portion of Swamp and Overflowed Lands Survey No. 609, Yolo County,
California.

NOTE: This Guarantee is limited to the above described property.

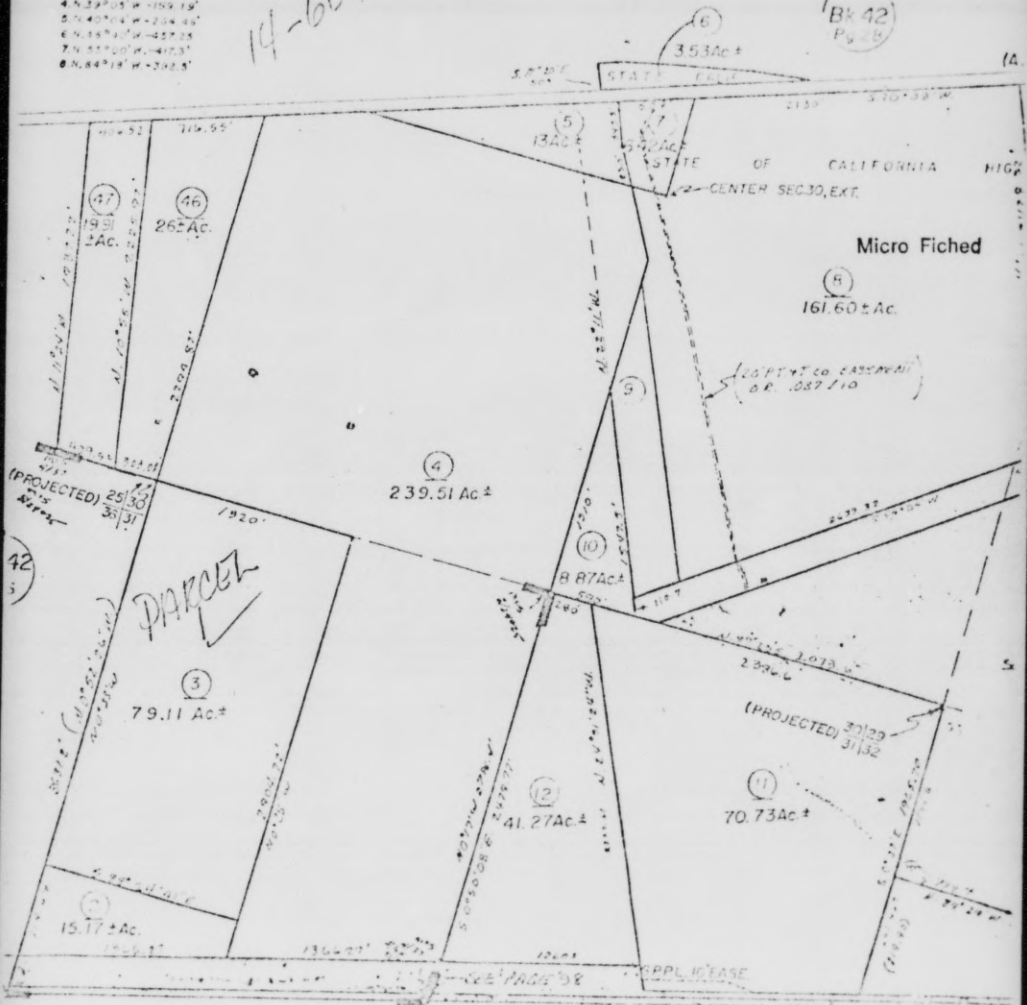
The 1977-78 Yolo County Assessor's Roll designates the above described
property as Assessment Parcels 14-600-03, 42-260-04, 42-260-10.

1 N. 35° 10' W. - 873.7'
2 N. 35° 10' W. - 205.6'
3 N. 35° 10' W. - 205.6'
4 N. 35° 05' W. - 159.19'
5 N. 40° 04' W. - 204.45'
6 N. 35° 10' W. - 457.25'
7 N. 35° 00' W. - 417.31'
8 N. 34° 19' W. - 202.5'

14-600-02

9/46

Bk 42
Pg 25



M&S Bk 4, Pg 37-Lands of G. Swanson.
M. & S. Bk. 8 -Pg 24B 25-Swanson Land Co.

Bk. 8
Pg. 2

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1979, by and between
FRED S. TADLOCK and VIRGINIA R. TADLOCK
643 College Street,
Woodland, California 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 49 by the County by Resolution No. 78-12, which was filed in the Office of the County Recorder of Yolo County on _____, 1978, and recorded in Volume _____ of Official Records at Page _____, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHIEF OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Richard L. Laddish
Virginia R. Laddish

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Dodge
DEPUTY

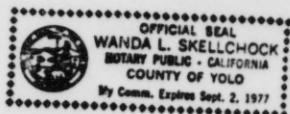
STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this July, 1977, before me the under-
signed ~~Notary Public~~ of the County of Yolo, personally appeared
FRED S. TADLOCK and VIRGINIA R. TADLOCK, known to me to be
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this five day of July, 1977.

Wanda L. Skellchock
WANDA L. SKELLCHOCK
NOTARY PUBLIC - CALIFORNIA

NOTARY PUBLIC



COMBINATION GUARANTEE

71 | *REA*

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEU GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY INCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 73922 E

Liability \$ 130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

FRED S. TADLOCK AND VIRGINIA R. TADLOCK

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 14, 1977 at 8:00 a.m., in the County of Yolo

Countersigned:

WESTERN TITLE INSURANCE COMPANY

153

President:

13

Secretary

Vice President:

Addition to A-P-49

Exhibit A 4

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 73922-B

Effective Date: June 14, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

FRED S. TADLOCK and VIRGINIA R. TADLOCK

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

All that real property situate in the State of California, County of Yolo,
described as follows:

All that part of the Northerly one-half of Section 7, Township 11 North,
Range 1 East, M.D.B.&M., lying South and West of the Railroad, containing
172 acres, more or less.

EXCEPTING THEREFROM that portion thereof conveyed to the State of California
by deed recorded May 23, 1967, Book 854, Page 576, described as follows:

A portion of that part of the North one-half of Section 7, Township 11 North,
Range 1 East, M.D.B.&M., lying Southwesterly of the Southern Pacific Railroad
Company's right of way line, said portion being described as follows:

BEGINNING AT a point on the Northerly line of said Section 7, distant along
said Northerly line South 89° 48' 27" East 1357.49 feet from the Northwest
corner of said Section 7, said point also being 214.22 feet Southwesterly,
measured at right angles from the base line at Engineer's Station "C" 472
+ 63.10 of the Department of Public Works' Survey on Road 03-Yol-5 from Post
Mile 11.1/20.7; THENCE (1) along the Northerly line of said Section 7, South
89° 48' 27" East 414.85 feet; thence (2) South 39° 37' 39" East 778.38 feet;
thence (3) South 39° 37' 04" East 2691.20 feet to a point

(CONTINUED)

The following described real property was assessed or acquired in the above name (s) and has not thereafter been transferred:

CONTINUED

on the Southerly line of the North one-half of said Section 7; thence (4) along said Southerly line North 89° 39' 19" West 313.75 feet; thence (5) leaving said Southerly line from a tangent that bears North 33° 15' 28" West along a curve to the left with a radius of 4898.00 feet, through an angle of 66° 17' 18", an arc distance of 537.57 feet; thence (6) North 39° 32' 46" West 2864.78 feet; thence (7) South 50° 27' 14" West 96.00 feet; thence (8) North 57° 30' 03" West 114.83 feet; thence (9) North 00° 11' 33" East 30.00 feet to the point of beginning.

Micro Fiched

EXCEPTING AND RESERVING, however, unto grantor, his successors or assigns, the right of access to said public road over and across courses (7) and (8), as said courses are numbered and described hereinabove, that abut upon grantor's remaining property.

ALSO EXCEPTING THEREFROM all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefor and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of the land hereinabove described, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of any highway that may be constructed on said lands.

All distances are ground distances and all bearings are on the California Coordinate System, Zone 2.

NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described property as Assessment Parcel No. 55-050-01.



LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 78, by and between _____

ROSA BALESTRA MONROE

712 Second Street,

Woodland, California 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 39 by the County by Resolution No. 78-12, which was filed in the Office of the County Recorder of Yolo County on _____, 1978, and recorded in Volume _____ of Official Records at Page _____, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edmunds
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Rosa Balotra Monroe

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

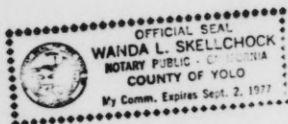
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this June 28, 1977, before me the under-
signed Notary Public of the County of Yolo, personally appeared
ROSA BALESTRA MONROE, known to me to be
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this 28th day of June, 1977.



Wanda L. Skellchock
NOTARY PUBLIC

COMBINATION GUARANTEE

71 1301

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 73910-BR

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

ROSA BALESTRA MONROE

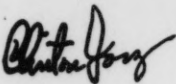
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 14, 1977 @ 8:00 A.M. , in the County of YOLO

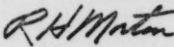
Countersigned:



Vice President

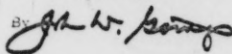
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to Process # 39

"Exhibit H"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 73910-BR

Effective Date: June 14, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
 YOLO County, California, and the indices of the County Recorder of said
 County subsequent to March 1, 1977, with respect to the name(s) of

ROSA BALESTRA MONROE

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

ROSA BALESTRA MONROE

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

DESCRIPTION

All that real property situate in the State of California, County of Yolo, described as follows:

Lot Three (3) as shown on Map of "Briggs Ranch" which is filed on Page 47 of Maps and Surveys #4 in Recorder's Office of Yolo County, and particularly described as follows:

Beginning at a 1 1/4 inch by 24 inch iron pipe in the center line of the County Road which is South 89° 15 1/2' East 5061.3 feet and South 16° 53 1/2' West 1411.8 feet from the corner common to Sections 34 and 35 Township 9 North, Range 1 West and 2 and 3 of Township 8 North, Range 1 West, M.D.B.&M., and running thence South 16° 53 1/2' West 1432.1 feet along the center line of the County Road and the extension thereof to a 1 1/4 inch by 23 inch iron pipe on the South side of the County Road; thence South 89° 58' East 847.9 feet along the South side of the County Road and the extension thereof to a 1 1/4 inch by 23 inch iron pipe; thence North 24° 16' West 40.7 feet along the center line of the County Road and the extension thereof to a 1 1/4 inch by 23 inch iron pipe; thence West 329.9 feet along a fence line to the center line of Chicahominy Slough; thence up along the center line of Chicahominy Slough following the meanders thereof North 58° 55' West, 2682.7 feet, thence leaving the center line of Chicahominy Slough South 89° 15 1/2' East at 60.2 feet a 1 1/4 inch by 36 inch iron pipe which is 20 feet East of the North bank of Chicahominy Slough, 3874.7 feet, the total length of this course, to the place of beginning, being a part of the North-half of Section 2, Township 8 North, Range 1 West, M.D.B.&M.

NOTE:

This guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described property as Assessment Parcel No. 38-010-04.

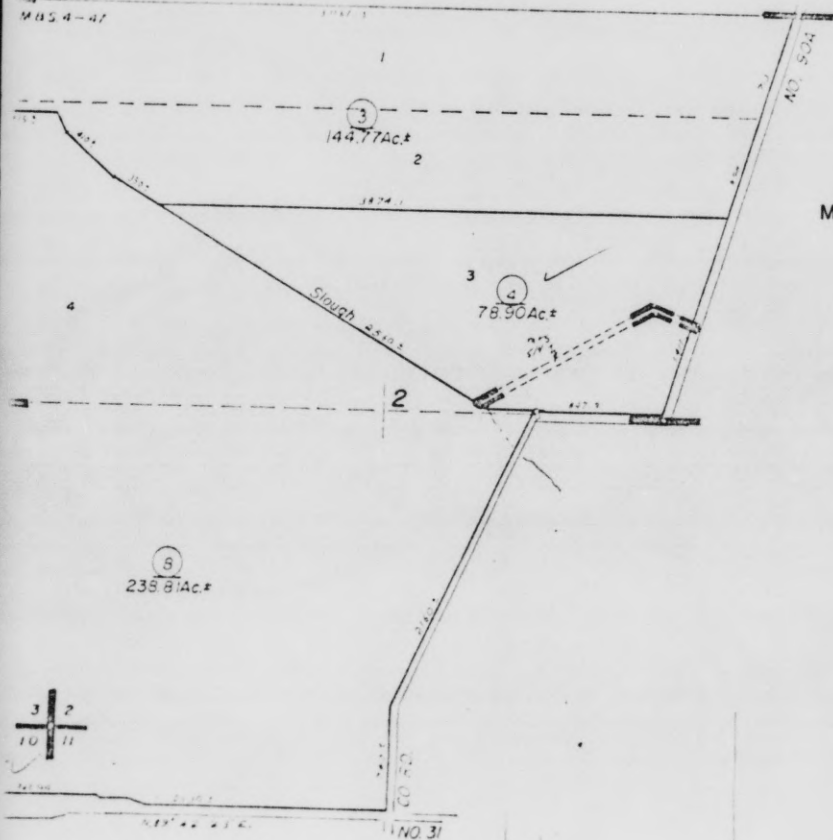
38-010 01



Bk. 50

1" = 800'

M.D.S. 4-47



Micro Fiched



NOTE - Assessor's Block Numbers Shown in Ellipses

Assessor's Map Bk. 38 Pg. 01
County of Yolo, Calif.

24/77

AGREEMENT NO. 28-53

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 28, by and between
Donald Eugene Gillham and May
Emma Gillham

P.O. Box 54 Ramsey Calif. 95429
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 8 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on 1928
and recorded in Volume _____ of Official Records at Page _____
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Donald Eugene Lippman
May Emma Lippman

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Paula A. Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

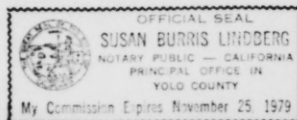
Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

On July 12, 1977, before the undersigned, a Notary Public for the State of California, personally appeared Donald Eugene and May Emma Gillham, known to me to be the persons whose name is subscribed to the within instrument, and acknowledged that he executed same.

(Rev. 4-71)

- 3 -



PROPERTY SEARCH GUARANTEE

FEE FOR GUARANTEE \$ 45.00

LIABILITY \$145.00

ORDER No. 11-02-39683

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

Micro Fiched

GUARANTEES

DONALD GILLHAM

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

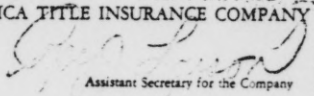
LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated JUNE 30, 1977 at 7:00 o'clock A.M.

TRANSAMERICA TITLE INSURANCE COMPANY

by


Assistant Secretary for the Company

Addition to A-P-8

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of YOLO County, California, and the indices of the County Recorder of said County subsequent to MARCH 1, 1976 with respect to the name(s) of

DONALD E. GILLHAM aka DONALD EUGENE GILLHAM and MAY E. GILLHAM aka MAY EMMA GILLHAM, his wife, as Joint Tenants

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

PARCEL 1:

Being part of Section 19 in Township 12 North, Range 3 West, MDB&M, described as follows:

That part of Lot 1 of the Northwest Quarter lying Southerly from the principal arroyo which divides Lot 1 of the Northwest Quarter, and Lot 2 of the Northeast Quarter. EXCEPTING AND RESERVING that part of Lots 1 and 2 lying Easterly from the ditch and below the same.

ALSO Lot 3 of the Northeast Quarter and Lot 4 of the Southeast Quarter of Section 19, Township 12 North, Range 3 West, MDB&M.

SAVING AND EXCEPTING THEREFROM that part of Lot 1 of the Northwest Quarter and that part of Lot 2 of the Northeast Quarter of Section 19, Township 12 North, Range 3 West, conveyed by J. O. Evans to E. F. Haswell, by deed dated October 10, 1905 and recorded November 9, 1905 in Book 66 of Deeds at page 250, described as follows:

BEGINNING at a point 1275 feet North and 684 feet West of the center of said Section 19, and running thence North 50 1/2° East 235.6 feet; thence North 45° East 283.8 feet; thence South 34° East 206 feet; thence North 67° East 199.8 feet; thence North 36° East 177 feet; thence South 69 1/2° East 193 feet to the West line of the Rancho Canada de Capay; thence North 11° 11' West 89 feet, to the center of the irrigation ditch; thence up and along said center line of said ditch to its intersection with the principal arroyo which divides said Lot 1; thence Westerly along said center line and said arroyo to the Westerly line of said Lot 1; thence South 773 feet to the Southwest corner of said Lot 1; thence East 616 feet to the place of beginning.

Assessor's Parcel No.: 18-110-07

(to be continued on page 3)

SUBJECT TO:

11-02-39683

PARCEL 2:

Block 2 of the Parker Tract, according to the Map thereof, filed for record in the office of the County Recorder of the County of Yolo on July 18, 1899 in Book 1 of Maps at page 16.

Assessor's Parcel No.: 18-660-37

PARCEL 3:

A part of Block 21 of the Smith and Rumsey Tract, according to the map thereof, filed for record in the Office of the County Recorder of the County of Yolo on July 13, 1892 in Book 1 of Maps at page 38, described as follows:

BEGINNING at the Southwest corner of said Block 21, and running thence North 57° 9' East along the South line of said Block, 654.9 feet to the center line of the irrigation ditch; thence up and along the center line of said ditch to the West line of said Block; thence South 11° 11' East along the West line of said Block to the Place of beginning.

Assessor's Parcel No.: 18-660-08

Micro Fiched

PARCEL 4:

All that portion of the Southerly half of Block 5, of the Parker Tract, according to the official map thereof, filed for record in the office of the Yolo County Recorder on January 18, 1899 in Book 1 of Maps, at page 14, described as follows:

BEGINNING at the Southeasterly corner of said Block 5 of said Parker Tract and running thence South 61° 20' West along the Southerly line of said Block 5, a distance of 221.5 feet; thence North 17° 10' West 507.1 feet, more or less, to the Southerly lines of the property owned by Paul Forrest, et ux; thence North 61° 20' East along the property line of Paul Forrest, et ux, 170.06 feet to the Westerly line of said Block 5; thence South 22° 50' East 499.2 feet to the Southeasterly corner of said Block 5 and the point of beginning.

~~Assessor's Parcel No.: 18-660-42~~

Not to be included.

May & Sullivan 7-12-77

Donald Eugene Sullivan 7-12-77

SUBJECT TO:

11-02-39683

PARCEL 5:

The Southerly half of Block 5, of the Parker Tract, according to the official map thereof, filed for record in the office of the Yolo County Recorder on January 18, 1899, in Book 1 of Maps at page 14:

EXCEPTING THEREFROM the following described tract: Beginning at the Southeasterly corner of said Block 5 of said Parker Tract and running thence South 61° 20' West along the Southerly line of said Block 5, a distance of 221.5 feet; thence North 17° 10' West 507.1 feet, more or less, to the Southerly line of the property owned by Paul Forrest, et ux; thence North 61° 20' East along the property line of Paul Forrest, et ux, 170.6 feet to the Westerly line of said Block 5; thence South 22° 50' East 499.2 feet to the Southeasterly corner of said Block 5 and the point of beginning.

Assessor's Parcel No.: 18-660-41

Micro Fiched

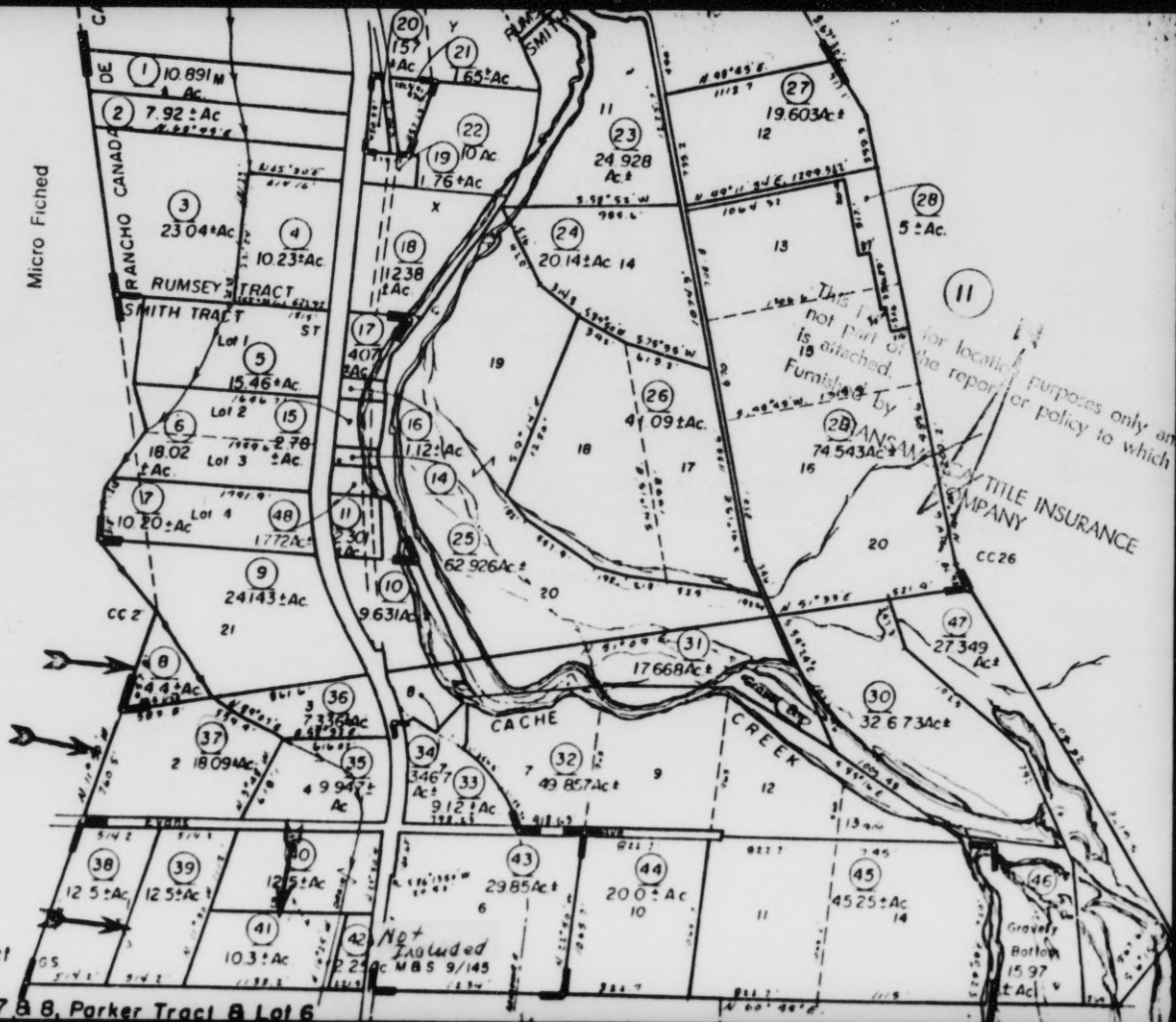
PARCEL 6:

The Easterly 1/2 of Block 1, Parker Tract, as shown on the Official Map thereof, filed in the office of the County Recorder of Yolo County on November 18, 1899, in Book 1 of Maps, Map No. 14.

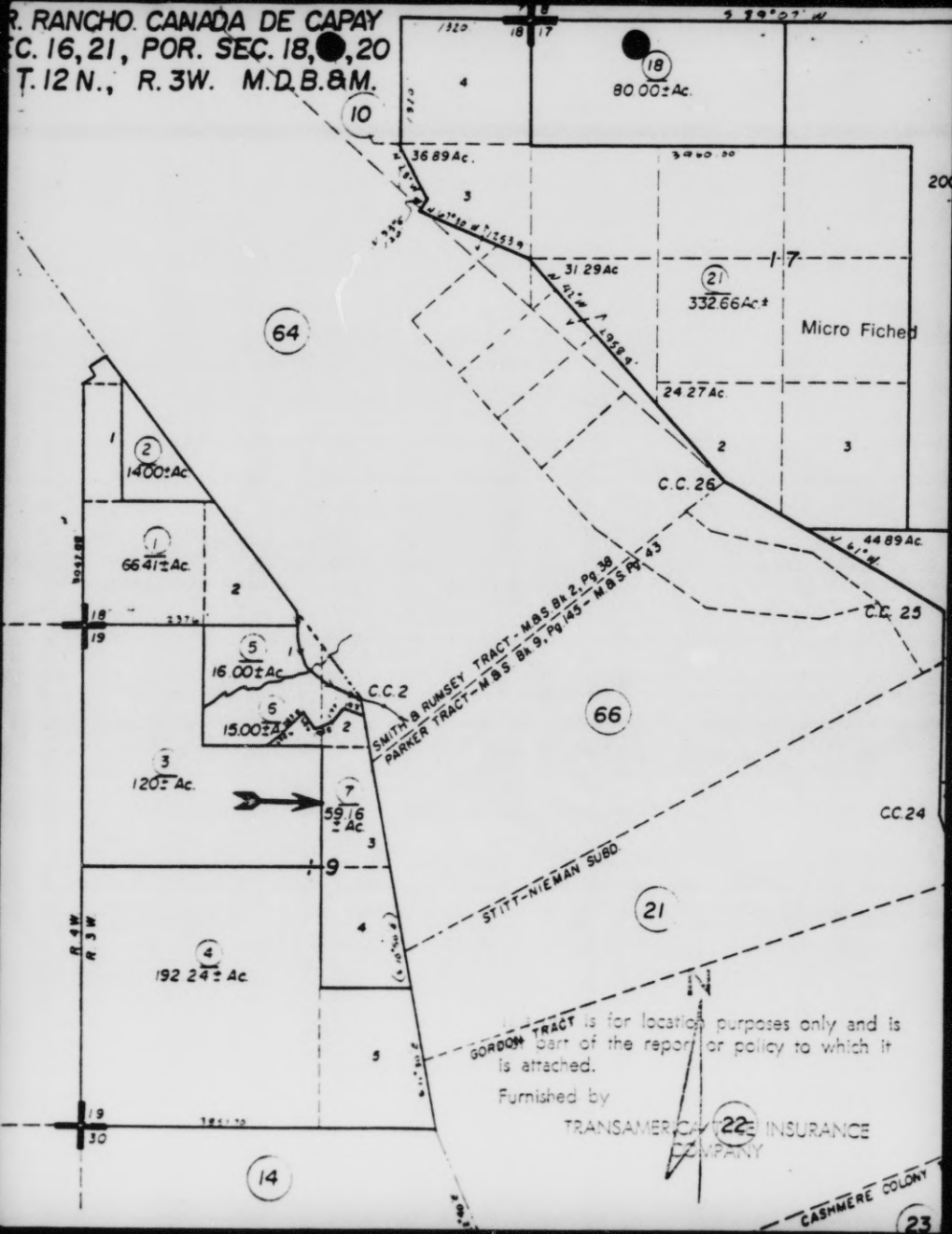
Assessor's Parcel No.: 18-660-39

Micro Fished

48



R. RANCHO. CANADA DE CAPAY
 C. 16, 21, POR. SEC. 18, 20
 T. 12 N., R. 3 W. M.D.B. & M.



AGREEMENT NO. 28-54

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 3/31
day of January, 19 78, by and between
Haworth A. Clover
2985 Summit Drive
Hillsborough, Ca 94010

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 1 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on 19 78
and recorded in Volume of Official Records at Page
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Haworth A. Clover

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

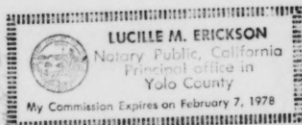
Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rogers
DEPUTY

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.



On this 13th day of July in the year one thousand nine hundred and 77 before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared Haworth A. Clover

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Yolo County of Yolo the day and year in this certificate first above written.

Lucille M. Erickson
Notary Public, State of California
My commission expires

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 1770

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 74099

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

HAWORTH A. CLOVER

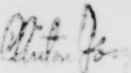
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 29, 1977 @ 8:00 A.M., in the County of YOLO

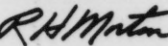
Countersigned:



Vice President

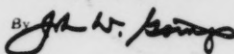
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Exhibit A

Addition to Bureau #1

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74099

Effective Date: June 29, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

HAWORTH A. CLOVER

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

Micro Fiched

All that real property situate in the State of California, County of
Yolo, described as follows:

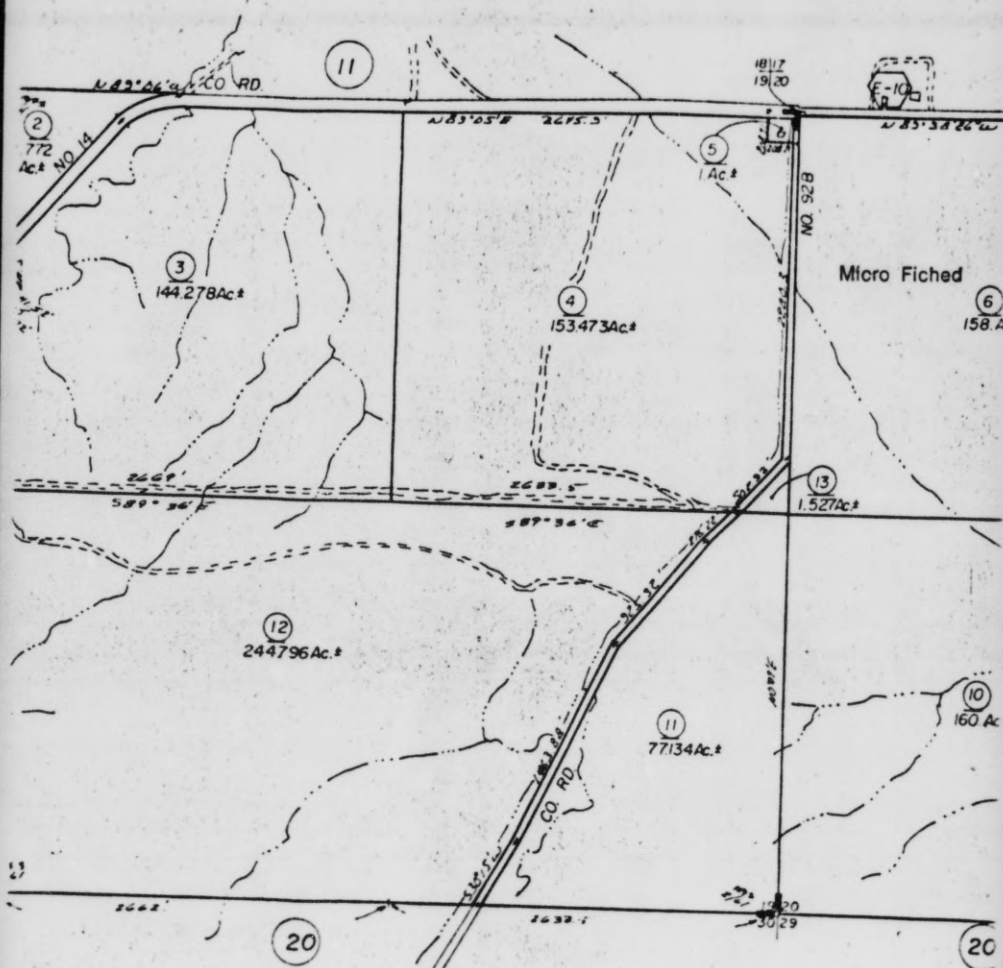
The Northeast Quarter of Section 19, Township 11 North, Range 1 East,
M.D.B.&M.

EXCEPTING THEREFROM 1 square acre in the Northeast corner thereof, con-
veyed to August E. Croll, et ux., by deed recorded June 15, 1951,
Book 347, Page 417, Yolo County Records.

NOTE:

This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described
property as Assessment Parcel No. 55-140-04. and 55-140-12



M & S. Bk 1, Pg 61 - Sec. 19, T. 11 N., R. 1 E., M. D. M.

M & S. Bk 2, Pg. 61 - " " " " " "

(formerly

NOTE - Assessor

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Edmonds
CHIEF OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Frederic M. Rominger
Harley C. Rominger

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

B. A. Rodgers
DEPUTY

STATE OF CALIFORNIA
COUNTY OF Yolo

ss.

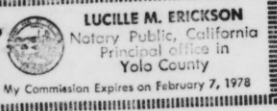
On this 14th day of July in the year one thousand nine
hundred and 77 before me, the undersigned
a Notary Public, State of California, duly commissioned and sworn, personally
appeared Harley C. Rominger and Irene M. Rominger

known to me to be the person s whose name s are subscribed to the within
instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the County of Yolo the day and year
in this certificate first above written.

Lucille M. Erickson
Notary Public, State of California

My commission expires



Cowdery's Form No. 32-Acknowledgement - General (C. C. Sec. 1190a)

Printed 12/72

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 1813

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 74107

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

HARLEY C. ROMINGER AND IRENE M. ROMINGER

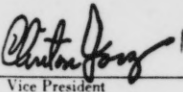
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

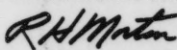
Dated as of July 5, 1977, @ 5:00 p.m., in the County of Yolo, State of California

Countersigned:


Vice President

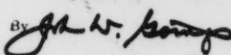
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

"Exhibit A"

addition to Preserve # 15

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74107

Effective Date: July 5, 1977, @ 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of

Assessor of Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY VESTS IN:

As to Parcel 1: Harley Rominger and Irene M. Rominger, his wife, Micro Fiched
as community property

As to Parcel 2: Harlev C. Rominger and Irene M. Rominger, his wife, as
community property.

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

All that real property in the County of Yolo, State of California, described
as follows:

PARCEL 1:

All of Lot 1, EMILY HOPPINS'S SUBDIVISION NO. 2, filed December 8, 1908,
Book 2 of Maps, Page 8, Yolo County Records.

EXCEPTING THEREFROM all that portion thereof conveyed to J. S. Griffith
by deed recorded February 18, 1919, Book 95 of Deeds, Page 125.

ALSO EXCEPTING THEREFROM that portion thereof conveyed to Harvey I. Rominger,
et ux., by deed recorded July 2, 1968, Book 885, Page 223, and more particulary
described as follows:

BEGINNING at the Southeast corner of said Lot No. 1, thence North 00° 07' West
1468.5 feet to the South line of that certain tract of land described in Book
95 of Deeds, Page 125, Yolo County Records; thence along the said South line
of said tract North 89° 06' West 1320 feet to the Southwest corner thereof;
thence leaving said South line South 00° 07' East 1474.26 feet to a point
on the South line of Lot No. 1 of Emily Hoppin Subdivision Unit No. 2; thence
along the South line of said Lot South 89° 21' East 1319.91 feet to the
point of beginning.

PARCEL 2:

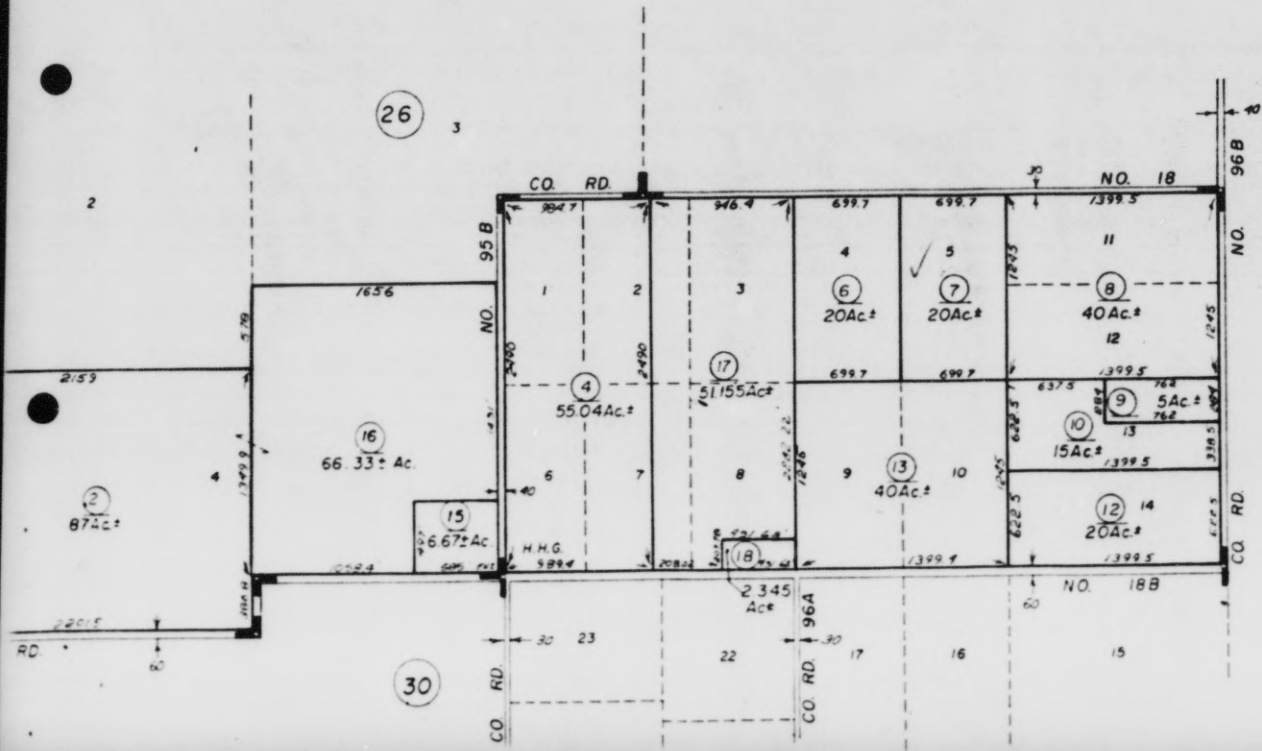
Lot 5 as shown on "Map of Hoppin's Subdivision of portion of the Grant to
J. M. HARRIN, et al., as amended by the Bank of Yolo", filed for record in
the office of the County recorder of the County of Yolo, on October 19, 1905,
in Book 1 of Maps, Page 51.

NOTE: The Yolo County Assessor designates the herein described property on their
1976-77 Assessment Roll as Assessors Parcel No. 25-260-24 and 25-290-07

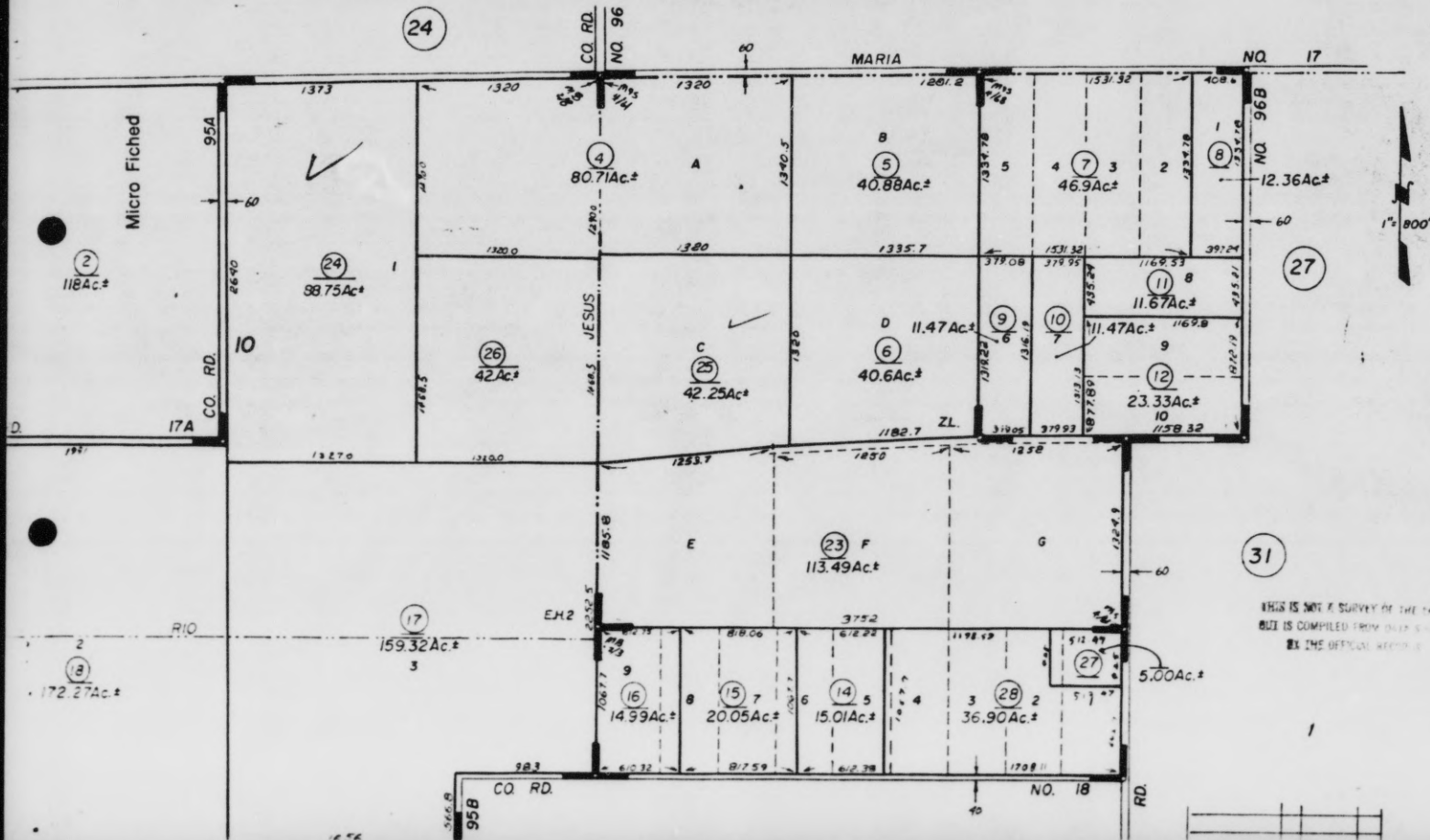
NOTE: This Guarantee is limited to the above described property.

25-29

Micro Fiched



THIS IS NOT A SURVEY IN THE FIELD
BUT IS COMPILED FROM DATA OBTAINED
BY THE OFFICIAL RECORDS



THIS IS NOT A SURVEY OF THE LAND
BUT IS COMPILED FROM OLD SURVEYS
BY THE OFFICIAL RECORDS

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER (2)

Rebecca A. Hatcher
Elizabeth A. Hatcher

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

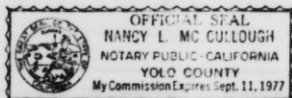
Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

B. A. Rodgers
DEPUTY



P. O. Box 69, Dunnigan, CA. 95937

STATE OF CALIFORNIA, County of Yolo } ss.
On July 14, 1977, before me, the undersigned a
Notary Public in and for the State of California with principal office in the
County of Yolo, personally appeared

Rebey W. Hatcher and Elizabeth A. Hatcher

known to me to be the person s whose name s are
subscribed to the within Instrument, and acknowledged to me that They
executed the same. WITNESS my hand and official seal.

SIGNATURE OF NOTARY

Nancy L. McCullough
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

NOTARY'S NAME AND COMMISSION
EXPIRATION DATE PRINTED

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 172

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 74109

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

KELSEY W. HATCHER and ELIZABETH A. HATCHER

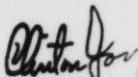
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 29, 1977 @ 8:00 A.M., in the County of YOLO,

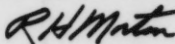
Countersigned:



Vice President

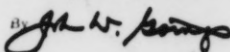
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

'Exhibit #'

Addition to Personal #64

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74109

Effective Date: June 29, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

KELSEY W. HATCHER and ELIZABETH A. HATCHER, husband and wife,
as community property

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

All that real property situate in the State of California, County of Yolo,
described as follows:

The West half of the Northeast Quarter of Section 22, Township 12 North,
Range 1 West, M.D.B.&M.

EXCEPTING THEREFROM that portion thereof that lies within the boundaries
of the following described property:

BEING a portion of the East half of the Northwest Quarter and the West
half of the Northeast Quarter of Section 22, Township 12 North, Range
1 West, M.D.B.&M., Yolo County California, and more particularly
described as follows:

BEGINNING at a point on the North line of Section 22, Township 12 North,
Range 1 West, that bears South 89° 44' 00" East 1329.33 feet from the
Northwest corner of said Section 22; thence South 00° 18' 40" East 527.50
feet to a point on the Northeasterly line of the Northern Railway Company
right of way, described in Book S of Deeds, Page 424; thence South 26°
34' 30" East on and along said right of way line 53.60 feet to a point
on a curve to the left, the radius point of which bears North 63° 25'
30" East 11,329.20 feet, through a central angle of 12° 21' 40", an arc
distance of 2,444.19 feet to a point on the South line of the North half
of Section 22; thence South 89° 48' 30" East on and along said South line
402.74 feet; thence leaving said South line North 00° 18' 40" West 2620.28
feet to a point on the North line of Section 22; thence North 89° 44' 00"
West on and along the North line of Section 22, a distance of 1,745.25
feet to the point of beginning, and containing 75.00 acres, more or less.

(CONTINUED)

DESCRIPTION (continued)

ALSO EXCEPTING THEREFROM 50% of all oil, gas, minerals and other hydrocarbon substances in, on or under the above described property, or that may be produced therefrom, until November 5, 1986, on which date said oil, gas, minerals and other hydrocarbon substances shall revert to the grantees, their successors and assigns, provided there is no production at that date, as reserved by Griffin Construction Co., in deed recorded November 9, 1976, Book 1218, Page 1, Yolo County Records. In the event of discovery or production of oil, gas, minerals and other hydrocarbon substances by November 5, 1986, Griffin Construction Co., their successors and assigns, shall have a permanent vested interest in and to the 50% of oil, gas, minerals and other hydrocarbon substances in, on or under the described property.

X X X X X Micro Fiched

NOTE: This Guarantee is limited to the above described property.

This 1977-78 Yolo County Assessor's Roll designates the above described property as Assessment Parcel No. 52-030-12.

M. & S. Bk. 9, Pg. 135 - Por. Sec. 22, T. 12N., R. 1W., M. D. B. & M.
M. & S. Bk. 1, Pg. 71 - Sec. 22 & 23, T. 12N., R. 1W., M. D. M.

(formerly por. 19-23)

NOTE - Assessor's Block

AGREEMENT NO. B-57

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
Harvey L. Rominger Juel M. Rominger
Rt 2 Box 552 Woodland, Ca. 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 15 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1978,
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Rhoads
CHIEF CLERK OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S) Harvey L. Dominguez
and M. Rodriguez

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Paschke
DEPUTY

STATE OF CALIFORNIA
COUNTY OF

ss

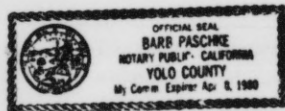
ON July 12th, 1977 before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Harvey L. Rominger &
Guel M. Rominger

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary's Signature

Barbara Paschke



GENERAL ACKNOWLEDGMENT
Form No. 14

LAURENCE P. HENIGAN, COUNTY CLERK

PROPERTY SEARCH GUARANTEE

FEE FOR GUARANTEE \$ 30.00

LIABILITY \$ 130.00

ORDER No 11-02-39695

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

HARVEY L. ROMINGER

Micro Fiched

GUARANTEES

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated July 1, 1977 at 7:00 o'clock A.M.

TRANSAMERICA TITLE INSURANCE COMPANY

by

Spencer Larson
Assistant Secretary for the Company

DG/pf
7/15/77

11-02-39695

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1976 with respect to the name(s) of

Parcel 1 and 2: HARVEY L. ROMINGER and JUEL M. ROMINGER, also known as JUEL McARAVY ROMINGER, his wife, as community property, as to the equitable title, and Department of Veterans Affairs of the State of California, as to the legal title, created by agreement of sale by and between the Vendor, Department of Veteran Affairs of the State of California, and Vendee, Harvey L. Rominger, Recorded, Official Records (July 2, 1968 in Book 885, page 228, Series No. 7007. (Continued on Next Page)

Parcel 1:

Micro Fiched

Lots "E" and "F" of Zimmerman Lands, as shown on that certain Record of Survey filed for record in the Office of the Yolo County Recorder on November 6, 1922, in Book 4 of Maps and Surveys at Page 61.

A portion of Assessor's Parcel No. 25-260-23

Parcel 2:

Being a portion of Lot 1, of Emily Hoppin Subdivision Unit Two, as said Lot is shown on that certain map filed in Book 2 of Maps at Page 8, Yolo County Records, and more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 1, thence North 0° 7' West 1468.5 feet to the South line of that certain tract of land described in Book 95 of Deeds at Page 125, Yolo County Records; thence along the said South line of said tract North 89° 6' West 1320 feet to the Southwest corner thereof; thence leaving said South line South 0° 7' East 1474.25 feet to a point on the South line of Lot 1 of Emily Hoppin Subdivision Unit Two; thence along the South line of said lot South 89° 21' East 1319.91 feet to the point of beginning. Assessor's Parcel No.: 25-260-26

Parcel 3:

Lot G, as shown on the map or Maps and Surveys, Yolo County Records. A portion of Assessor's Parcel No. 25-260-23 (Continued on Next Page)

SUBJECT TO:

11-02-39695

WITH RESPECT TO THE NAMES(S) OF.. (CONTINUED)

Parcel 3: HARVEY L. ROMINGER and JUEL M. ROMINGER, also known as JUEL MCARAVY ROMINGER, his wife, as community property.

Parcel 4: HARVEY L. ROMINGER and JUEL M. ROMINGER, husband and wife as community property.

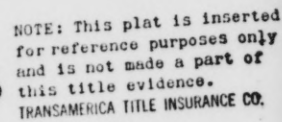
Micro Fiched

THE FOLLOWING DESCRIBED REAL PROPERTY WAS ASSESSED OR ACQUIRED IN THE ABOVE NAME(S) AND HAS NOT THEREAFTER BEEN TRANSFERRED: (CONTINUED)

Parcel 4:

Lot C Zimmerman Lands, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on November 6, 1922, in Book 4 of Maps and Surveys, at Page 51, and bounded as follows:

BEGINNING at a point marked by a 3/4 inch by 50 inch iron pipe on the West boundary of Section 11 in Township 10 North, Range 1 East, Mr. Diablo Base and Meridian; South 0° 10' West 1346.4 feet from the Northwest corner of said Section; and running thence East 1320.0 feet to a 1 inch by 19 inch iron pipe; thence South 0° 10' West, 1320.0 feet to a 3/4 inch by 3 1/2 foot iron pipe, thence West 1320.0 feet to the West boundary of said Section 11 to a point 0.4 feet East from a 3/4 inch by 4 1/2 foot iron pipe; thence North 0° 10' East 1320.0 feet to the point of beginning.
Assessor's Parcel No. 25-260-25



AGREEMENT NO. 28-58

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1928, by and between
John W. and Jean S. Klein
200 Cypress Street
Woodland, California 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 3 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1928,
and recorded in Volume _____ of Official Records at Page _____
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Robert W. Klein
John S. Klein

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDWARDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers

TO 1984 (A) (R 74)
(Individual)

STATE OF CALIFORNIA
COUNTY OF Yolo

ss.

On 7-14-77

before me, the undersigned, a Notary Public in and for said

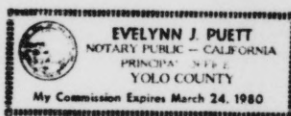
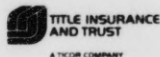
State, personally appeared John W. Klein and Jean S. Klein

STAPLE HERE
_____, known to me
to be the person in whose name is are subscribed
to the within instrument and acknowledged that they
executed the same.

WITNESS my hand and official seal.

Signature

Evelynn J. Puett



(This area for official notarial seal)

LAURENCE P. HENIGAN, COUNTY CLERK



RO 19324-022

Record Owner Guarantee
Title Insurance and Trust Company

Liability \$100.00

Fee \$ 35.00

Your

Ref. 25-250-7 & 8

a California corporation, herein called the Company, guarantees

COUNTY OF YOLO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth herein

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to herein or with respect to the validity, legal effect or priority of any matter shown herein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

The assurances referred to above are: That, according to the Company's property records relative to the following described real property (but without examination of those Company records maintained and indexed by name), the last recorded instrument purporting to transfer title to said real property is:

Doc. recorded 11-19-71 Doc. No. 14913 in Book 998 Page 171 D. T. S. \$ 34.65 Pcl 2
In favor of 11-19-71 Doc. No. 14914 in Book 998 Page 173 D. T. S. \$ 95.15 Pcl 1

John W. Klein and Jean S. Klein, his wife as joint tenants

If information was requested by reference to a street address, no guarantee is made that said real property is the same as said address.

DESCRIPTION:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Dated: 7-7-77 @ 7:30 A.M.

Title Insurance and Trust Company

by *Val Ham*

PRESIDENT

Addition to Reserve #3

Attest:

Richard H. Bonlett

SECRETARY

EXHIBIT "A"

D E S C R I P T I O N

All that real property situate in the County of Yolo, State of California, described as follows:

PARCEL ONE:

BEGINNING at a point that is distant North 89° 35' 30" East from the East quarter corner of Section 2, Township 10 North, Range 1 East, M.D.B.&M., as shown on a Record of Survey for C. Nelson Hackett, filed in the office of the Recorder of Yolo County, California, on February 13, 1968, in Book 10 of Maps and Surveys, page 17; thence from said point of beginning North 89° 35' 30" East 1138.37 feet; thence North 89° 53' 05" East, 73.19 feet; thence South 1° 20' 16" West, 2764.01 feet to the center line of County Road No. 17; thence South 89° 47' 15" West along said centerline 457.01 feet to the Northeasterly line of the Southern Pacific Railroad; thence along the Northeasterly line of said Railroad, North 39° 47' 30" West 1129.56 feet; thence North 0° 59' 55" East, 1965.57 feet to the point of beginning.

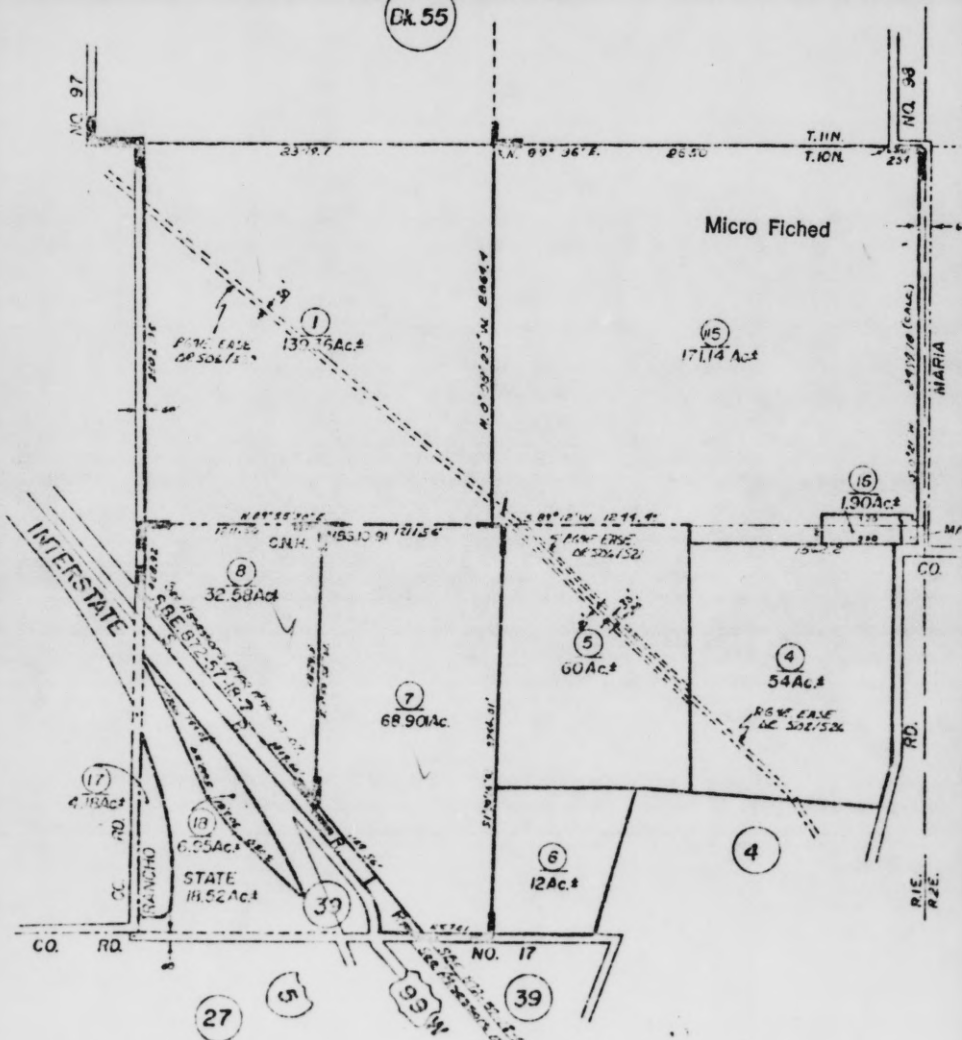
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PARCEL TWO:

BEGINNING at the East quarter corner of Section 2, Township 10 North, Range 1 East, M.D.B.&M., as shown on Record of Survey for C. Nelson Hackett, filed February 13, 1968, in Book 10 of Maps and Surveys, page 17, Yolo County Records, thence from said point of beginning along the North line of said C. Nelson Hackett property; North 89° 35' 30" East, 1211.56 feet to the West line of property now or formerly owned by Floyd Elmer Warner, et al., thence along said West line South 0° 59' 55" West 1889.05 feet to a point on the Northeasterly line of the Southern Pacific Railroad Property; thence along said Northeasterly line North 39° 47' 30" West 1849.66 feet to the East line of said Section 2, thence along said East line, North 0° 38' 45" East 458.92 feet to the point of beginning.

SEC. 18 POR. RANCHO RIO JESUS MARIA T. 10N., R. 1E., M.D.

DA 55



Scarlett Ranch
Leon Hackett Pply.
Survey for Floyd Warner.

(formerly nos 25-021)

NOTE - Assessor's Block Numbers Shown in Ell.
Assessor's Parcel Numbers Shown in Cir.

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
Estate of ALBERT SCHNEEGAS, EMILY SCHNEEGAS, Executrix,
and EMILY SCHNEEGAS, also known as EMILY W. SCHNEEGAS, also known as
P.O. Box 610, Woodland, California 95695 EMILIE W. SCHNEEGAS

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 71 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1978,
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Emilie W. Schneegas, individually
and as Executrix of the Estate of ALBERT
SCHNEEGAS, deceased.

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

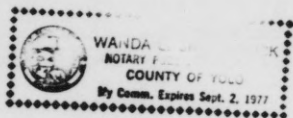
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara A. Redger
DEPUTY

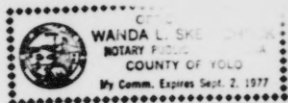
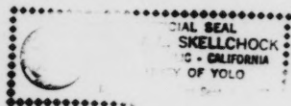
STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this July 12, 1977, before me the under-
signed Notary Public of the County of Yolo, personally appeared
~~EMILY SCHNEEGAS~~ of the County of Yolo, personally appeared
EMILY SCHNEEGAS, Executrix of the Estate of ALBERT SCHNEEGAS, deceased,
also known as ALBERT W. SCHNEEGAS, and known to me to be
EMILY SCHNEEGAS, also known as EMILY W. SCHNEEGAS, also known as EMILIE W.
the person(s) whose name is subscribed to the within instrument SCHNEEGAS
and acknowledged to me that he executed the same.

Dated this 12th day of July, 1977.



James L. Skeels
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
NOTARY PUBLIC



COMBINATION GUARANTEE

71 1743

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 74069

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

ALBERT SCHNEEGAS and EMILY SCHNEEGAS

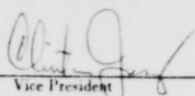
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

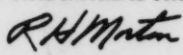
1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 20, 1977 @ 8:00 A.M., in the County of YOLO,

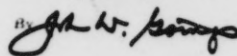
Countersigned:


Vice President

WESTERN TITLE INSURANCE COMPANY

By 

President

By 

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to A-P-71

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74069

Effective Date: June 20, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
Yolo County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of
ALBERT WALTER SCHNEEGAS and EMILY SCHNEEGAS

AS TO PARCEL 1: ALBERT SCHNEEGAS and EMILY SCHNEEGAS, his wife, as Joint Tenants
AS TO PARCEL 2: ALBERT W. SCHNEEGAS and EMILIE W. SCHNEEGAS, his wife, as Joint
Tenants.
AS TO PARCEL 3: ALBERT W. SCHNEEGAS and EMILY SCHNEEGAS, in equal shares, by
Decree of Distribution dated April 6, 1959

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, and described
as follows:

PARCEL 1: Lot 41, except the West 15 feet thereof, of the tract shown on the map
of Hoppin's Subdivision of a portion of the Grant to J. M. Harbin et al., said map
being on record in the Recorder's Office of Yolo County, California in Book 1 of
Maps at Page 51.

EXCEPTING from the above described property all that portion thereof lying
within Cache Creek on the South.

PARCEL 2: Lots Thirty-four and Thirty-five except the West fifteen feet of each
of the tracts shown on "Map of Hoppin's Subdivision of a portion of the Grant to
J. M. Harbin et al.," said map being on record in the Recorder's Office of Yolo
County, California, the said fifteen feet being reserved for a public road and
highway; the lands hereby conveyed being the same lands and premises conveyed
to D. E. Jacobs by deed recorded in Volume 69 of Deeds, at Page 40, Yolo County
Records.

PARCEL 3: A portion of Lot 6 of the John Hoppin Tract in Rancho Rio de Jesus Maria
as per map filed in the office of the County Recorder of Yolo County, California,
in Book 3, Page 7 of Maps and Surveys, more particularly described as follows:
Beginning at a monument in the East line of a County Road, which monument marks
the Northwest corner of Lot 6 of the John Hoppin Tract and running thence East
550.4 feet along the center of a road to a pipe 1" in diameter by 15" long,
thence South 1767.1 feet to a pipe 2" in diameter; thence West 585.3 feet to an
iron monument in the East line of a County Road; thence North 1° 8" East 1767.1
feet along the East line of said road to the point of beginning, containing 23.03
acres, more or less.

ALSO a right of way through present existing ditch along the West side of a 45
acre tract immediately South of the above described property, for the carrying
of water through said ditch for the irrigation of the above described land.

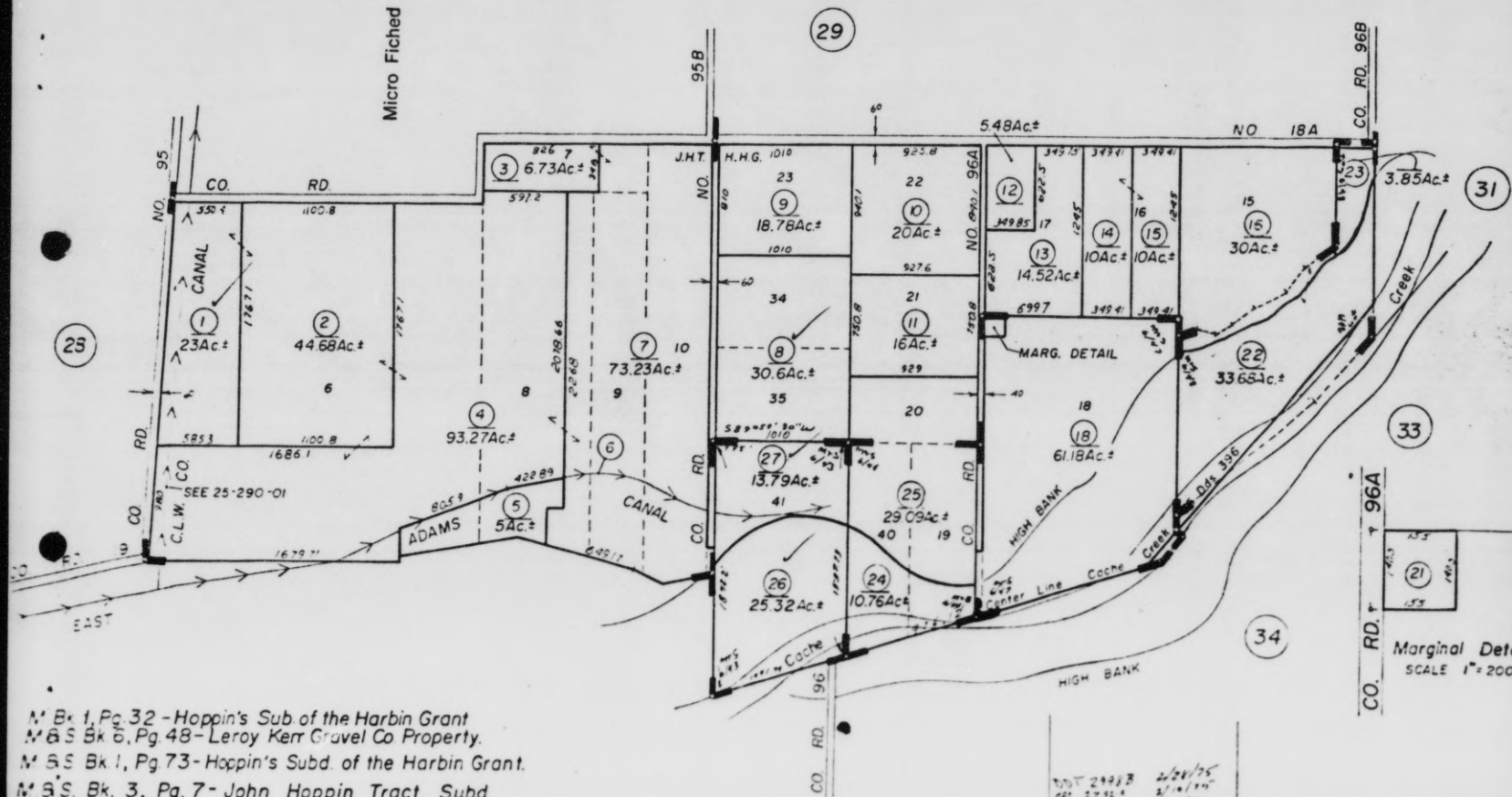
NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described property as follows:

Parcel No. 1 - Assessment Parcel No. 25-300-27
Parcel No. 2 - Assessment Parcel No. 25-300-08
Parcel No. 3 - Assessment Parcel No. 25-300-01

Micro Fiched

Micro Fished



M.B. 1, Pg. 32 - Hoppin's Subd. of the Harbin Grant
 M.B. 5, Pg. 48 - Leroy Kerr Gravel Co Property.
 M.B. 5, Pg. 73 - Hoppin's Subd. of the Harbin Grant.
 M.B. 3, Pg. 7 - John Hoppin Tract Subd.
 M.B. 9, Pg. 51 - Hoppin's Subd. of the Harbin Grant

NOT 2443 2/24/75
 2443 2/24/75
 2443 2/24/75
 2443 2/24/75

AGREEMENT NO. 28-60

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 78, by and between
Estate of VICTOR MC CULLOUGH, VICTOR MC CULLOUGH, JR.,
Executor and HELEN MC CULLOUGH,
P.O. Box 610, Woodland, California 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 64 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 19 78
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur H. Edmunds
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Walter McCullough & Helen McCullough

STATE OF CALIFORNIA)

COUNTY OF YOLO)

ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Bernard Rodgers
DEPUTY

STATE OF CALIFORNIA)

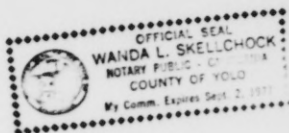
COUNTY OF YOLO)

ss.

On this July 15, 1977, before me the undersigned NOTARY PUBLIC of the County of Yolo, personally appeared VICTOR MC CULLOUGH, JR., as Executor of the Will of VICTOR MC CULLOUGH and HELEN MC CULLOUGH, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 15th day of July, 1977.

Wanda L. Skellchock
NOTARY PUBLIC



COMBINATION GUARANTEE

71 1700

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 74067 A

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

VICTOR McCULLOUGH and HELEN McCULLOUGH

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 20, 1977 @ 8:00 a.m., in the County of Yolo

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By *R.H. Martin*

President

By *J.H. W. King*

Secretary

Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to A-P-64

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74067-A

Effective Date: June 20, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
YOLO County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

VICTOR McCULLOUGH nad HELEN McCULLOUGH, his wife

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

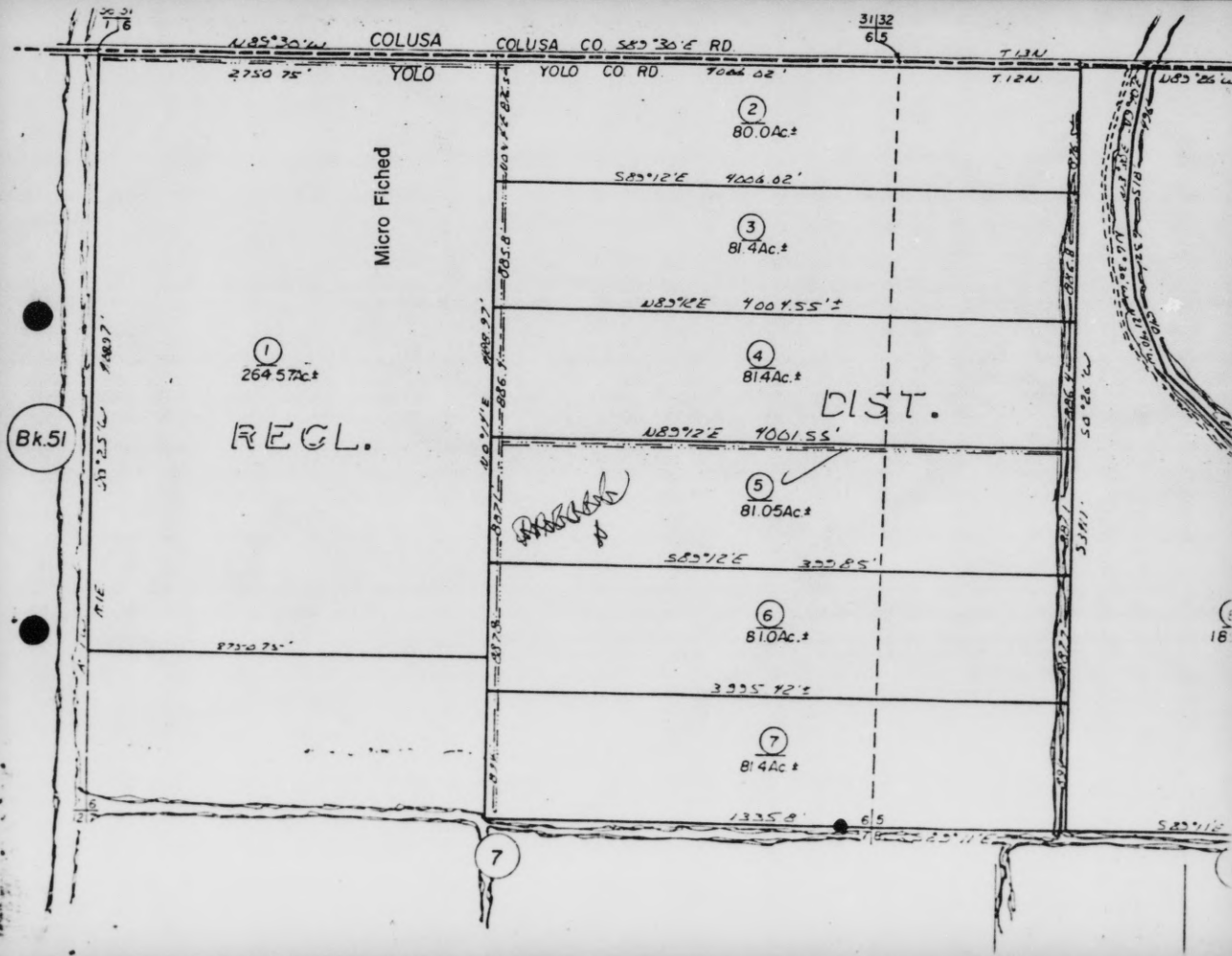
All that real property situate in the State of California, County of Yolo,
described as follows:

That portion of the East half of Section 6 and the West half of the West half
of Section 5, Township 12 North, Range 1 East, M.D.B.&M., described as follows:

BEGINNING at a point on the Westerly boundary line of the said East half of
Section 6, said point being South 00° 14' West 2648.7 feet distant from the
Northeast corner of the Northwest Quarter of said Section 6; thence South
89° 12' East 4001.55 feet, more or less, to the East boundary line of the
West half of the West half of Section 5, said Township and Range; thence South
00° 26' West along said East boundary line of the West half of the West half
of Section 5, distance of 887.1 feet; thence North 89° 12' West 3998.5 feet,
more or less, to the West boundary line of the East half of said Section 6;
thence North 00° 14' East along said boundary line of the East half of Section
6, a distance of 887.1 feet to the point of beginning.

NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described
property as Assessment Parcel No. 53-010-05.



AGREEMENT NO. 28-61

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1928, by and between
David Jesse Rawlins and Jacqueline Anne Rawlins, his wife,
P.O. Box 647, Davis, Ca. 95616

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 35 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1928
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur R. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Paul J. Longfellow
Jaqueline Anne Taylor

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1928, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors. Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this July 15, 1977, before me the undersigned County Clerk of the County of Yolo, personally appeared David Jesse Rawlins and Jacqueline Anne Rawlins, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 15th day of July, 1977.

LAURENCE P. HENIGAN, COUNTY CLERK

By Pat E. Lucas Deputy

COMBINATION GUARANTEE

71 1724

E) CHAIN OF TITLE GUARANTEE

- ☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

F) PLANT INFORMATION GUARANTEE

- ☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 74113-ADD

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
 a corporation, herein called the Company

Micro Fiched

GUARANTEES

DAVID JESSE RAWLINS AND JACQUELINE ANNE RAWLINS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 6, 1977 @ 5:00 P.M., in the County of YOLO, STATE OF CALIFORNIA

Countersigned:

[Signature]
 Vice President

WESTERN TITLE INSURANCE COMPANY

By *[Signature]* President
 By *[Signature]* Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to A-P-35

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74113-B

Effective Date: July 6, 1977 @ 5:00 P.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1977, with respect to the name(s) of

Title to the herein described property vests in:

DAVID JESSE RAWLINS and JACQUELINE ANNE RAWLINS, his wife, as Community Property
Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

A portion of Lots 3, 4 and 5 of the Smith and Rumsey Tract as same appears on that map filed in Map Book 1 at page 38, Yolo County Records, and being more particularly described as follows:

That portion of said Lots 3, 4 and 5, described in the Deed to Department of Veterans Affairs of the State of California, recorded January 10, 1964 in Book 742 of O. R., at Page 437, which lie Northerly and Easterly of the following described line. Beginning at a point on the line between Lot 4 and 7 that is distant North 08° 35' 00" East 112.68 feet from the corner common to Lots 4, 7, and 8 of said Smith and Rumsey Tract; thence from said point of beginning leaving said lot line North 86° 45' 00" West 86.52 feet; thence North 76° 55' 00" West 78.85 feet to the top edge of a high bluff; thence along the top edge of said high bluff the following six courses, (1) North 78° 05' 30" West 165.70 feet, (2) North 37° 41' 30" West 174.05 feet, (3) North 62° 11' 30" West 214.40 feet, (4) North 67° 16' 30" West 327.00 feet (5) South 84° 46' 14" West 310.70 feet, and (6) North 19° 38' 44" West 236.20 feet; thence leaving said high bluff line North 89° 38' 44" West to an intersection with that certain line described in Parcel Two of that certain deed between J. T. Lowrey and Lloyd W. Lowrey filed in Book 413 O. R., at Page 182, Yolo County Records. Said line being described as follows: Commencing in the centerline of the County Road (now State Highway) which traverses Block "H" of said Smith and Rumsey Tract, distant thereon South 37° 05' 00" East 417.00 feet from the intersection thereof with the North line of said Block H, and extending thence North 40° 10' 00" East 1558.00 feet to a live oak tree.

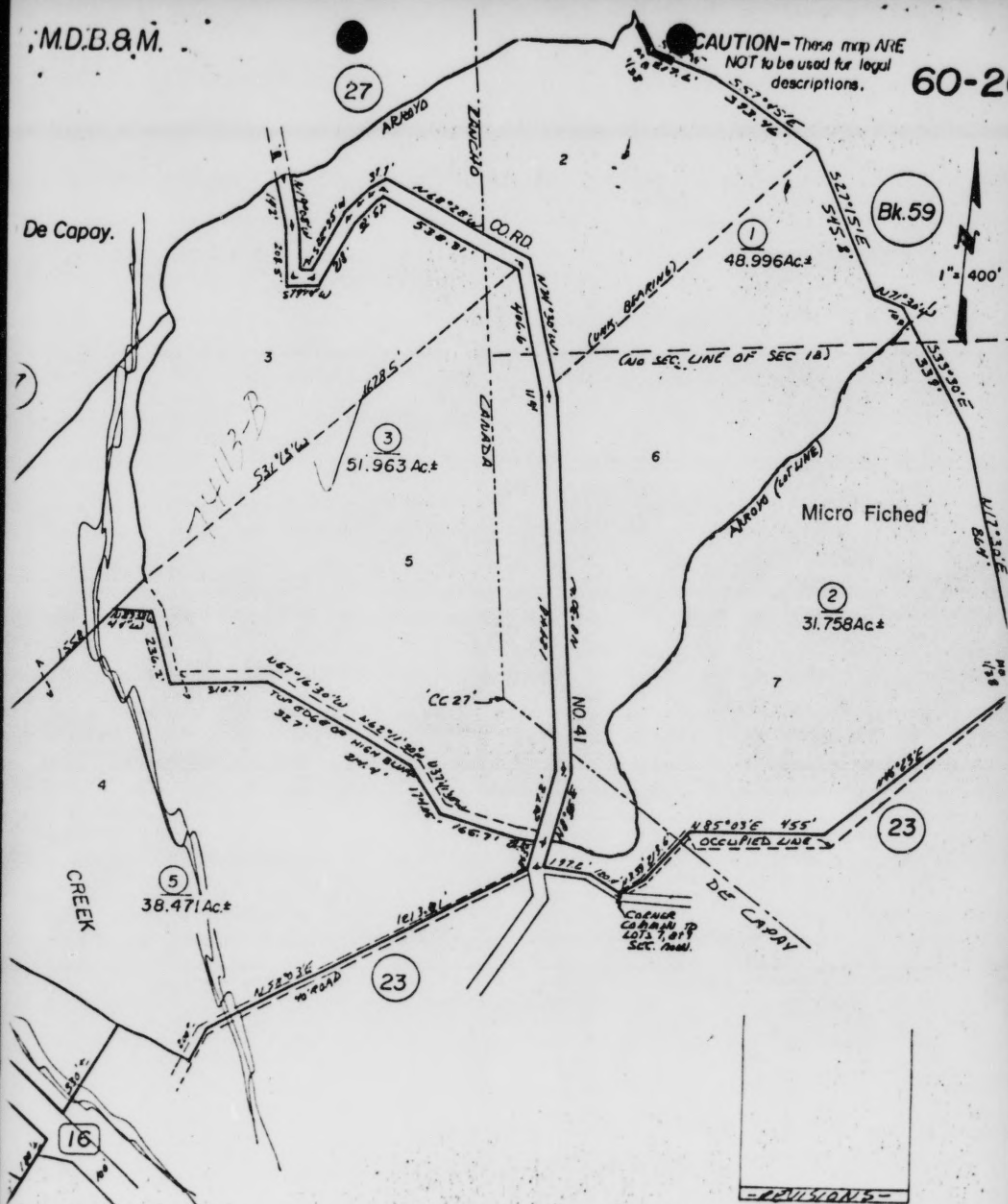
NOTE: The Yolo County Assessor designates the herein described property on their 1977-78 Assessment Roll as Assessors Parcel No. 60-200-03.

NOTE: This guarantee is limited to the above described property.

;*M.D.B.&M.*

CAUTION-These maps ARE NOT to be used for legal descriptions.

60-20



Assessor's Map Bk. 60, Pg. 26.

County of Yolo, Calif.

(formerly all 18-63)

AGREEMENT NO. 28-62

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this
day of January, 1978, by and between 31st
Jacqueline Anne Rawlins
P.O. Box 647, Davis, Ca. 95616

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 35 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1978
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Jaqueline Anne Reardon

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Buland Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this July 15, 1977, before me the under-
signed County Clerk of the County of Yolo, personally appeared
JACQUELINE ANNE RAWLINS, known to me to be
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this 15th day of July, 1977.

LAURENCE P. HENIGAN, COUNTY CLERK

By John E. Lauer Deputy

COMBINATION GUARANTEE

71 1724

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 74113-~~ABB~~

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

DAVID JESSE RAWLINS AND JACQUELINE ANNE RAWLINS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 6, 1977 @ 5:00 P.M., in the County of YOLO, STATE OF CALIFORNIA

Countersigned:

[Signature]
Vice President

WESTERN TITLE INSURANCE COMPANY

By

[Signature]

President

By

[Signature]

Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to A-P-35

Exhibit A

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74113-A

Effective Date: July 6, 1977 @ 5:00 P.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1977, with respect to the name(s) of

Title to the herein described property vests in:

JACQUELINE ANNE RAWLINS

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Blocks 2 and 6, Smith & Rumsey Tract, according to the Official Plat thereof, filed July 13, 1892, in Map Book 2, Page 38, Yolo County Records.

NOTE: The Yolo County Assessor designates the herein described property on their 1977-78 Assessment Roll as Assessors Parcel No. 60-260-01.

NOTE: This guarantee is limited to the above described property.

CAUTION-These maps ARE NOT to be used for legal descriptions.

60-2

Bk. 59

1" = 400'

Micro Fiched

31.758Ac±

(23)

38.47/Act

CREEK

23

16

Assessor's Map Bk. 60, Pg. 26.
County of Yolo, Calif.

(formerly all 18-63)

AGREEMENT NO. 2863

LAND USE CONTRACT

THIS MAIL USE CONFIDENTIAL, made and entered into this 31st
day of January, 19 78, by and between
VICTOR M. MC CULLOUGH, MARY WEALTH AULMAN, COLEEN LANE
and ~~XX~~
~~XXXXXXXXXX~~ MEREDITH O. MC CULLOUGH,
P.O. Box 610
Woodland, California 95695
(mailing address)

hereinafter referred to as CITY, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY.

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 64 by the County by Resolution No. 28-12, which was filed in the Office of the County Recorder of Yolo County on _____, 1928, and recorded in Volume _____ of Official Records at Page _____, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both CNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

HG, THEREFORE, both CNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to CNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to CNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the CNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY

Arthur E. Brown
CHIEF CLERK OF THE BOARD OF SUPERVISORS

CNER(S)

Victor M. M. Callaghan
Myra West
Colleen Lane
Marshall D. McCallaghan

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

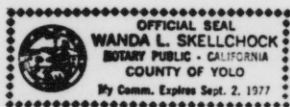
LAURENCE P. HENIGAN, COUNTY CLERK

Baile Rodgers
DEPUTY

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this July 11, 1977, before me the undersigned ~~NOTARY PUBLIC~~ of the County of Yolo, personally appeared VICTOR M. MC CULLOUGH, MARY WEALTH AULMAN, and COLLEEN LANE, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 11th day of July, 1977.



Wanda L. Skellchock
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

NOTARY PUBLIC

STATE OF CALIFORNIA

County of YOLO

On this 15th day of July

in the year one thousand nine hundred and seventy seven

before me, WANDA L. SKELLCHOCK

a Notary Public in and for the

County of YOLO

State of California, residing therein,

duly commissioned and sworn, personally appeared

MEREDITH O. MCCULLOUGH, also known as

M. O. MC CULLOUGH

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of YOLO the day and year in this certificate first above written.

Wanda L. Skellchock

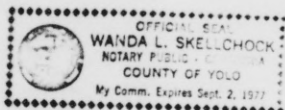
Yolo

Notary Public in and for the

County of

State of California

My Commission Expires



COMBINATION GUARANTEE

71 1701

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 74067 B

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

VICTOR M. McCULLOUGH, MARY WEALTHY AULMAN, COLLEEN LANE, MEREDITH O. McCULLOUGH

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 20, 1977 @ 8:00 a.m., in the County of Yolo,

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

R.H. Martin

President

By

John W. Savage

Secretary

Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

'Exhibit A'

Addition to Premium #64

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74067-B

Effective Date: June 20, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
YOLO County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

VICTOR M. McCULLOUGH, MARY WEALTHY AULMAN and COLLEEN LANE, an
undivided 1/2 interest; M.O. McCULLOUGH, also known as Meredith
McCullough, an undivided 1/2 interest.

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

Micro Fiched

All that real property situate in the State of California, County of Yolo,
described as follows:

The West half of the Northeast Quarter and the East half of the Northwest
Quarter of Section 23, all in Township 12 North, Range 1 West, M.D.B.6M.

NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described
property as Assessment Parcel No. 52-030-14.

UO 3181L 7/23/75
DNT 2362 12/31/74
DDT 1528
DNT 976 6/16/73
-REVIEWS-

AGREEMENT NO. 28-64

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
ANNIE ENGLIN, CATHERINE FITZGERALD and the
Heirs and devisees of Gus I. Glin,
~~XX~~ by JOHN FITZGERALD, Administrator
P.O. Box 610, Woodland, California 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 51 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1978
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edwards
CHIEF CLERK OF THE BOARD OF SUPERVISORS

OWNER(S)

Annie Inglin
Catherine Fitzgerald
Heirs and devisees of Gus Inglin
By John Fitzgerald
Administrator, Estate of Gus Inglin

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first
above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

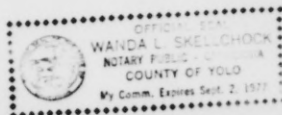
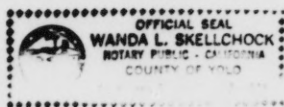
Barbara H. Rogers
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this July 14, 1977, before me the under-
signed ~~County Clerk~~ ^{Notary Public} of the County of Yolo, personally appeared
ANNIE INGLIN, CATHERINE FITZGERALD and
JOSIE FITZGERALD, Administrator of the Estate, known to me to be
of GUS INGLIN, deceased,
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this 14th day of July, 1977.

Wanda L. Skellchock
NOTARY PUBLIC



COMBINATION GUARANTEE

71 1754

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 73925-C

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

RODEGERDTS, MEANS & ESTEY, Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 15, 1977 @ 8:00 A.M., in the County of YOLO,

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By *R.H. Martin*

President

By *John W. Briggs*

Secretary

Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.
Addition to A-P-51

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 73925-C

Effective Date: June 15, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
YOLO County, California, and the indices of the County Recorder of said
 County subsequent to **March 1, 1977**, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

**ANNIE INGLIN, CATHERINE FITZGERALD and The Heirs of Devisees
 of GUS INGLIN, alias, deceased, subject to the administration
 of his estate**

The following described real property was assessed or acquired in the above name(s) and has
 not thereafter been transferred:

DESCRIPTION

Micro Fiched

All that real property situate in the State of California, County of Yolo,
 described as follows:

BEGINNING at a corner of the "Rio Jesus Maria Rancho," on the right bank of
 the Sacramento River in Section 32, Township 11 North, Range 3 East, M.D.B.&M.,
 running thence along the line of said Rancho West 11.89 chains to the center
 of the road, thence in center of road North 35° 45' West 15.91 chains, thence
 in center of road North 16° 30' West 8.48 chains to the bank of the Sacramento
 River the corner of Swamp Land Survey No. 1052, thence down said River South
 86° 30' East 7.58 chains thence South 73° 30' East 10.61 chains thence South
 85° 30' East 6.06 chains, thence South 00° 45' West 17.20 chains to the place
 of beginning, and containing 35.56 acres, more or less.

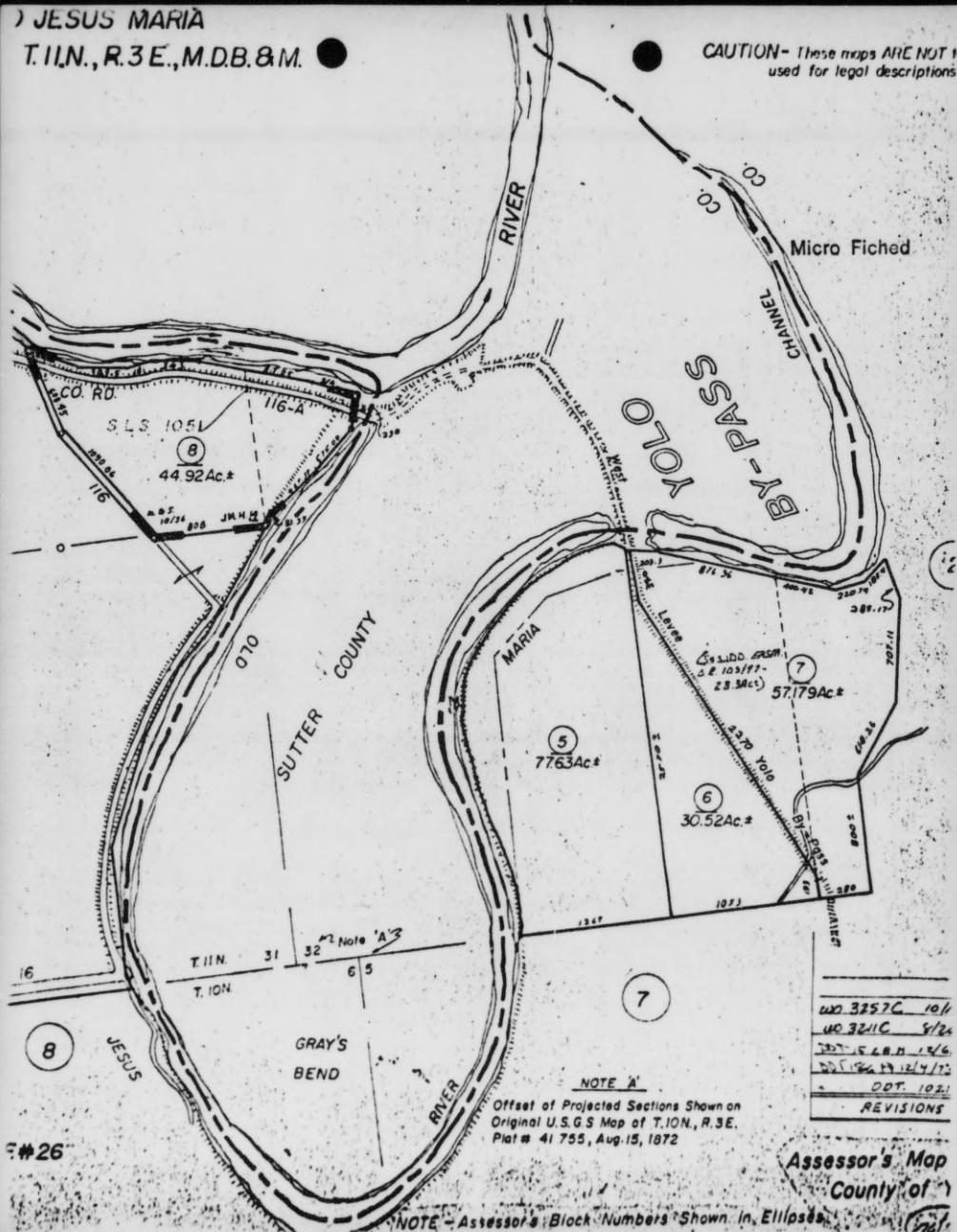
NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above
 described property as a portion of Assessment Parcel No. 57-010-08.

JESUS MARIA

T.11N., R.3E., M.D.B. & M.

CAUTION - These maps ARE NOT used for legal descriptions



#26

AGREEMENT NO. 78-65

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
THE HEIRS AND DEVISEES OF GUS ENGLIN, BY
JOHN FITZGERALD, Administrator
P.O. Box 610, Woodland, California 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 90 by the County by
Resolution No. 78-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1978,
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY

Arthur R. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S) THE HEIRS AND DEVISEES OF GUS INGLIN

BY

John Fitzgerald, Administrator
ESTATE OF GUS INGLIN

STATE OF CALIFORNIA.)

) cc.

COUNTY OF YOLO)

On 1-31, 1978, before me, the under-

ARTHUR H. EDMONDS

Witness my hand and official seal the day and year first
above appearing. Micro Film

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGHAN, COUNTY CLERK

By Barbara Collier
DEPUTY

STATE OF CALIFORNIA)

) 22.

COUNTY OF YOLO)

On this July 14, 1977, before me the under-

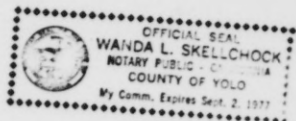
JOHN FITZGERALD, Administrator
ESTATE OF GUS INGLIN, deceased

the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 14th day of July, 1977.

Maude L. Sullivan
NOTARY PUBLIC

NOTARY PUBLIC



COMBINATION GUARANTEE

71 1753

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 73925-B

Liability \$ 130.00

Fee \$ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

RODEGERDTS, MEANS & ESTEY, Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 15, 1977 @ 8:00 A.M., in the County of YOLO,

Countersigned:

WESTERN TITLE INSURANCE COMPANY

By

R.H. Martin

President

By

John W. King

Secretary

Vice President

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to A-P-90

"Ephilit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 73925-B

Effective Date: June 15, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
YOLO County, California, and the indices of the County Recorder of said
 County subsequent to **March 1, 1977**, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

The Heirs or Devisees of GUS INGLIN, alias, deceased, subject
 to the administration of his estate.

The following described real property was assessed or acquired in the above name(s) and has
 not thereafter been transferred:

DESCRIPTION

Micro Fiched

All that real property situate in the State of California, County of Yolo,
 described as follows:

All of that certain portion of Section 32, Township 11 North, Range 3 East,
 M.D.E.6M., Yolo County, California, described as follows:

BEGINNING at an iron pipe monument set at the corner common to lands now or
 formerly owned by Camelia Hershey Estate, et al., and lands of grantor, said
 monument being on the Southerly boundary of said Section 32 and said monument
 being further located North 00° 12' 17" East, a distance of 7976.0 feet, more
 or less, from the Southwest corner of that certain 1,862.54 acre tract of land
 described in deed from Fred W. Kiesel, et al., to S.&S.J.D.D. dated November
 5, 1915, and recorded in Book 95 of Deeds, Page 149, Yolo County Records;

THENCE FROM SAID POINT OF BEGINNING and along said Southerly boundary of said
 Section 32, West a distance of 100.00 feet, thence North 00° 14' 30" East, a
 distance of 193.0 feet to the Southernmost corner of that certain 28.30 acre
 tract described in deed from Morris Inglin, et ux., to S.&S.J.D.D. dated May
 27, 1937, and recorded June 18, 1937, in Book 109, Page 47, Yolo County Records;
 thence North 26° 17' 30" West, a distance of 2270.0 feet to a point on the
 Westerly boundary of said 28.3 acre tract; thence along said Westerly boundary
 North 02° 54' 30" West, a distance of 340.00 feet to the Northwest corner of
 said 28.3 acre tract; thence along the Northeast boundary of said 28.3 acre
 tract the following two courses:

- (1) South 80° 41' 30" East, a distance of 203.30 feet, and
- (2) South 71° 26' 30" East, a distance of 876.36 feet to the Northeast
 corner of said 28.3 acre tract; thence leaving said 28.3 acre tract and
 along the Northwest boundary of said 1862.54 acre tract, the following
 three courses:

(CONTINUED)

DESCRIPTION (continued)

- (1) South 69° 50' 15" East, a distance of 400.42 feet;
- (2) North 76° 54' 30" East, a distance of 220.74 feet, and
- (3) North 52° 02' 10" East, a distance of 185.40 feet to a point on the right bank at the low water line of the old channel of the Sacramento River as it formerly existed; thence leaving said old channel, South 16° 03' East, a distance of 285.17 feet to a point; thence South 08° 07' 50" West, a distance of 707.11 feet to a point; thence North 34° 12' 50" East, a distance of 614.26 feet to a point; thence South 800.0 feet to a point on the said South boundary of Section 32; thence West 280.0 feet to the point of beginning; containing 57.179 acres, more or less.

Micro Fished

EXCEPTING THEREFROM all oil, gas, oil shale, coal, phosphate, sodium gold, silver and all other mineral deposits, whether similar to those herein specified or not, in, on or under the surface of said land, or any part of said lands, and all the rights of ownership therein, and also reserving the right and license of exploring, prospecting for, mining, developing and operating for any or all of said products upon said land, or any part of said land, and of erecting thereon all necessary buildings, pipe lines, machinery and equipment necessary in and about the business of mining, developing or operating for any of said products, hereby reserving to Sacramento and San Joaquin Drainage District, its successors and assigns, all of the rights of a full owner operating on his own land, according to all of the privileges and customs of the field that may be developed about said tract of land, and reserving to Sacramento and San Joaquin Drainage District, its successors and assigns, the right to use such part of the surface of said land as may be necessary or convenient in the development or extraction of any or all of said products, and also reserving to Sacramento and San Joaquin Drainage District, its successors and assigns, the right to lay, maintain and operate pipe lines for oil and gas and water or other substances, as reserved in Deed executed by Sacramento and San Joaquin Drainage District to Gus Inglin, recorded January 11, 1945, Book 209, Page 450.

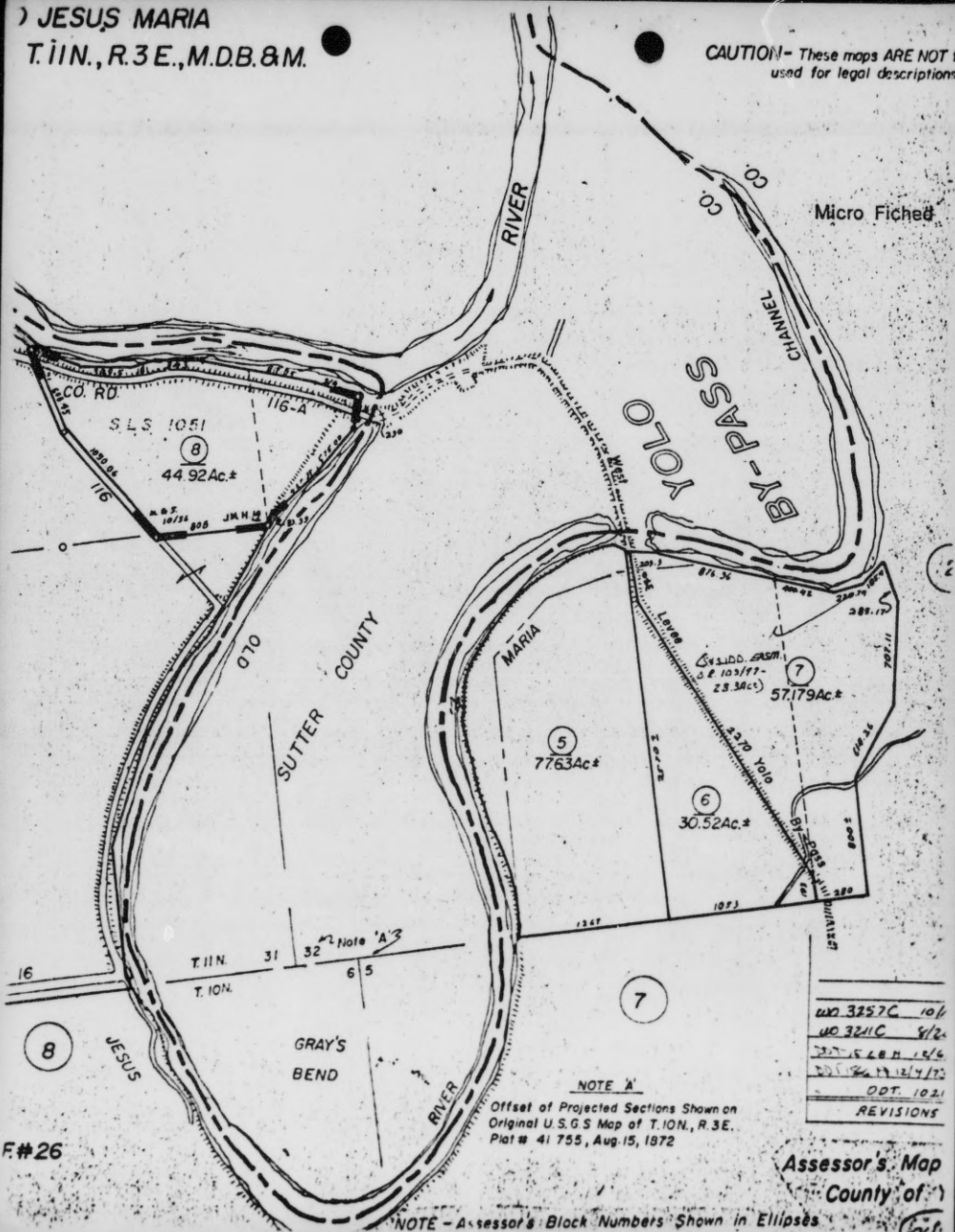
NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described property as Assessment Parcel No. 57-010-07.

1) JESUS MARIA
T.11N., R.3E., M.D.B. & M.

CAUTION - These maps ARE NOT
used for legal descriptions

Micro Fiches



AGREEMENT NO. 78-66

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between _____

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 3 by the County by Resolution No. 28-12, which was filed in the Office of the County Recorder of Yolo County on _____, 1978, and recorded in Volume _____ of Official Records at Page _____, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the creation and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

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NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Bayley Paper Road Inc
Barbara Paper

STATE OF CALIFORNIA.)

COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Payne
Deputy

STATE OF CALIFORNIA

COUNTY OF Yolo) ss.

On July 15, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared Ashley Payne

known to me to be the Barbara Payne

known to me to be the Secretary of the corporation that executed the within instrument,

and known to me to be the persons who executed the within

instrument on behalf of the corporation therein named, and ac-

knowledgeed to me that such corporation executed the within

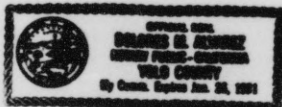
instrument pursuant to its by-laws or a resolution of its board of

directors.

WITNESS my hand and official seal.

Signature *Ashley Payne*

Name (Typed or Printed)



(This area for official notarial seal.)

LAURENCE P. HENIGAN, COUNTY CLERK

C

GUARANTEE



First American Title Insurance Company

HOME OFFICE: 421 NORTH MAIN STREET, SANTA ANA, CALIFORNIA 92701 • AREA 714 547-6892

Y

J 59689

1347(11/88)

GUARANTEE

LIABILITY \$ 100.00

FEE \$ 30.00

ORDER NO. 3747

YOUR REF. AG PRESERVE

First American Title Insurance Company

a corporation, herein called the Company,

GUARANTEES

YOLO COUNTY

&

ASHLEY PAYNE RANCH, INC., A CALIFORNIA CORPORATION

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

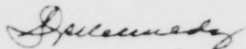
1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

Dated: June 30, 1977 at 7:30 A.M.

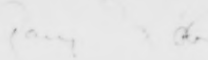
First American Title Insurance Company

BY



PRESIDENT

BY



ASSISTANT SECRETARY



Addition to A-P-3

SCHEDULE A

PROPERTY SEARCH GUARANTEE

ORDER NO. 3747

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1977 with respect to the name(s) of

Micro Fiched

ASHLEY PAYNE RANCH, INC., A California Corporation

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Assessor's Parcel Number is 56-190-03

See Exhibit "A" Attached

And that, according to the indices of the County Recorder of said County subsequent to with respect to said name, the following described mortgages and deeds of trust were acquired in the above name(s) and have not thereafter been assigned nor fully released or reconveyed:

Not included in this Guarantee

EXHIBIT "A"

All that real property situate in the State of California, County of Yolo, described as follows:

PARCEL NO. 1

Lot 4 as shown on map of Nickell Ranch which is filed on Page 63 of Maps and Surveys, No. 4 of Yolo County Records and particularly described as follows:

BEGINNING at a point on the North boundary of Section 19, Township 11 North, Range 2 East, M.D.B.&M., which is 1970.1 feet West of the Northeast corner of said Section 19 and running thence South $0^{\circ} 10 \frac{1}{2}'$ West 2087.7 feet, thence West 657.85 feet; thence North $0^{\circ} 12 \frac{1}{2}'$ East 2087.7 feet to the North boundary of said Section 19, thence East 656.7 feet to the point of beginning, being a part of the Northeast quarter of Section 19, Township 11 North, Range 2 East, M.D.B.&M.

PARCEL NO. 2

Lot 5 as shown on map of Nickell Ranch which is filed on Page 63 of Maps and Surveys No. 4 of Yolo County Records and particularly described as follows:

BEGINNING at an old iron monument which marks the Southeast corner of the Northeast quarter of Section 19, Township 11 North, Range 2 East, M.D.B.&M., and running thence South $89^{\circ} 50'$ West 2657.6 feet along the South boundary of said quarter section to the Southwest corner thereof; thence North $00^{\circ} 12 \frac{1}{2}'$ East 574.0 feet along the West boundary thereof, thence East 2656.4 feet to the East boundary of said quarter section; thence South $00^{\circ} 4 \frac{1}{2}'$ West 566.5 feet to the point of beginning, being a part of the Northeast quarter of Section 19, Township 11 North, Range 2 East, M.D.B.&M.

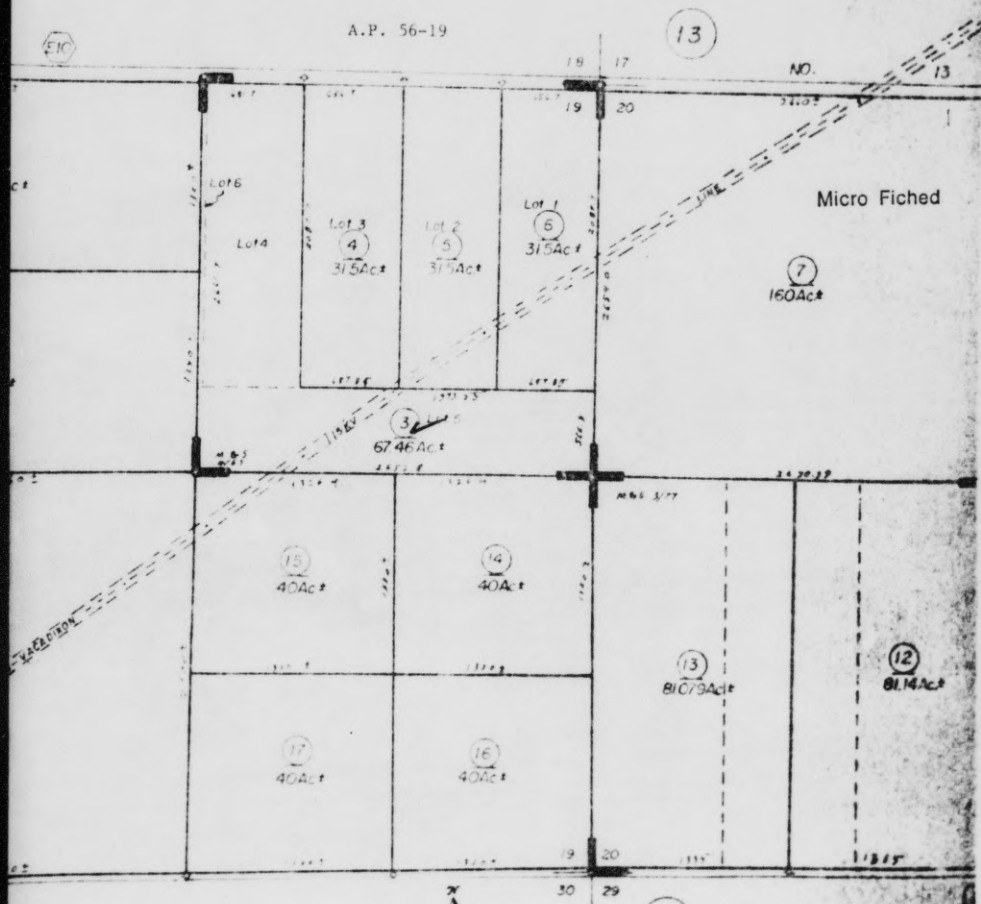
PARCEL NO. 3

Lot 6 as shown on map of Nickell Ranch which is filed on Page 63 of Maps and Surveys No. 4 of Yolo County Records, and particularly described as follows:

BEGINNING at a point on the North boundary of Section 19, Township 11 North, Range 2 East, M.D.B.&M., which is West 2626.8 feet from the Northeast corner of said Section 19 and running thence South $00^{\circ} 12 \frac{1}{2}'$ West 2087.7 feet; thence West 25 feet to the West boundary of the Northeast quarter of said Section 19, thence North $00^{\circ} 12 \frac{1}{2}'$ East 2087.7 feet to the Northwest corner of the Northeast quarter of said Section 19; thence East 25 feet to the point of beginning, being a part of the Northeast quarter of Section 19, Township 11 North, Range 2 East, M.D.B.&M.

SEC. 8, 20, T. 11 N., R. 2 E., M. 1 D. 8 M.

A.P. 56-19



41-821
Pg. 47 - J.R. Hughs
Pg. 77 - J.A. Leathers
Pg. 63 - Nickell Ranch

THIS PLAT IS FOR INFORMATION AND
LOCATION PURPOSES ONLY
COMPLIMENTS OF
FIRST AMERICAN TITLE CO.

(formerly por. 19-76)

NOTE - Address

AGREEMENT NO. 28-67

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 19 28, by and between
Dudley B. & Ruth De Albuquerque Sparks
P.O. Box 157 Winters, Calif

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a
political subdivision of the State of California, Courthouse,
Woodland, California, 95395, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate
in the County of Yolo, State of California, hereinafter referred
to as the "subject property", and more particularly described in
Exhibit "A" attached hereto and by this reference incorporated
herein; and

WHEREAS, the subject property is devoted to agricultural
uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural
Preserve No. Addition to Preserve No. 42 by the County by
Resolution No. 28-12, which was filed in the Office of the
County Recorder of Yolo County on _____, 1928,
and recorded in Volume _____ of Official Records at Page _____,
(which resolution is hereinafter referred to as the "Inclusion
Resolution"), and the location of said property is shown on the
map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of
subject property to agricultural, related and compatible uses in
order to preserve a maximum amount of agricultural land, to conserve
the State's economic resources, to maintain the agricultural economy,
to assure a food supply for future residents, and to discourage
premature and unnecessary conversion of agricultural land to urban
uses, recognizing that such land has public value as open space
and constitutes an important physical, social, aesthetic, and
economic asset to the County; and

STATE OF CALIFORNIA)

COUNTY OF YOLO)

on 1-31, 1978, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Budal Rodriguez
DEPUTY

STATE OF CALIFORNIA

COUNTY OF YOLO

ss.

On this 15th day of July in the year one thousand nine hundred and 77 before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared DUDLEY B. SPARKS and RUTH DeALBURQUERQUE SPARKS

known to me to be the person~~s~~ whose name S. A. R. subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Lucille M. Erickson
Notary Public, State of California

My commission expires

Printed 12/72

Cowdery's Form No. 32 - Acknowledgement - General (C. C. Sec. 1190a)

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 1726

- ☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

- ☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 74122

Liability \$ 150.00

Fee \$ 50.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

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GUARANTEES

DUDLEY B. SPARKS and RUTH DeALBUQUERQUE SPARKS

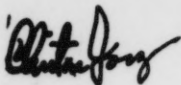
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 11, 1977 @ 8:00 A.M. , in the County of YOLO

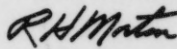
Countersigned:



Vice President

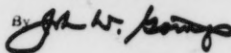
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to A-P-42

CALIF. GUARANTEE FORM NO. 16 (REV. 6-6-73)

Exhibit A

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74122

Effective Date: July 11, 1977 @ 8:00 A.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of

YOLO County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

AS TO PARCELS 1, 2, 3 and 4:

DUDLEY B. SPARKS and RUTH DeALBUQUERQUE SPARKS, his wife, as joint tenants

AS TO PARCEL 5:

DUDLEY SPARKS and RUTH DeALBUQUERQUE SPARKS, his wife, as joint tenants

The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

Micro Fiched

All that real property situated in the State of California, County of Yolo,
and is described as follows:

PARCEL 1:

A portion of the Southeast Quarter of Section 24, Township 8 North, Range 2
West, M.D.B.&M., described as follows:

BEGINNING AT a point on the West line of Parcel "B" as same appears of record
on that certain Record of Survey filed in Maps & Surveys Book 8, Page 94, Yolo
County Records, that is distant South 1° 13' 40" East 428.94 feet from the
Northwest corner thereof, thence South 69° 04' 40" East 313.91 feet; thence
North 20° 24' 20" East 230.00 feet; thence North 58° 14' 20" East 296.25 feet;
thence South 22° 05' 10" East 31.90 feet; thence South 38° 55' 40" East 256.70
feet; thence South 44° 15' 10" East 250.00 feet; thence South 31° 53' 20" East
138.90 feet; thence South 88° 18' 06" West 740.61 feet; thence South 87° 12' 40"
West 300.00 feet to said West line of Parcel "B"; thence North 1° 13' 40" West
along said West line 303.90 feet to the point of beginning.

PARCEL 2:

A Portion of the Southeast Quarter of Section 24, Township 8 North, Range 2
West, M.D.B.&M., described as follows:

BEGINNING AT the Southwest corner of Parcel "B" as same appears of record on
that certain record of survey filed in Book 8 of Maps and Surveys, Page 94,
Yolo County Records; thence along the Southerly line of said Parcel "B" North
87° 12' 40" East 715.1 feet and South 81° 41' 50" East 640.0 feet; thence
leaving said Southerly line of said Parcel "B" North 44° 33' 30" West 266.50
feet; thence North 31° 53' 20" West 240.51 feet; thence South 88° 18' 06"
West 740.61 feet; thence South 87° 12' 40" West 300.00 feet to the West line of
said Parcel "B"; thence South 1° 13' 40" East along said West line of said

(Continued)

CONTINUED

Parcel "B" 300.00 feet to the point of beginning.

PARCEL 3:

A portion of the Southeast Quarter of Section 24, Township 8 North, Range 2 West, M.D.B.&M., as shown on that certain Record of Survey filed in Maps and Surveys Book 8, Page 94 of Yolo County Records, more particularly described as follows:

BEGINNING AT the Northeast corner of Parcel "A" of said Record of Survey, said point also identified as Point "C"; thence along the Southerly boundary line of Parcel "B" of said survey the following courses; South 81° 41' 50" East 1030.4 feet; South 7° 02' East 256.0 feet; South 59° 52' 20" East 408.8 feet; South 38° 16' 30" West 337.7 feet; South 54° 50' East 584.4 feet; South 54° 16' East 200.0 feet; and South 62° 57' East 75.0 feet; thence leaving said Southerly line of Parcel "B" South 24° 35' 40" East 98.85 feet; thence South 1° 57' East 194.1 feet; thence South 55° 30' West 35.58 feet; thence South 89° 42' 30" West parallel with the South line of said Southeast Quarter 425.43 feet; thence North 72° 17' West 200.00 feet; thence North 41° 59' 30" West 108.7 feet; thence North 47° 54' 40" West 784.4 feet; thence North 19° 10' 40" West 226.8 feet to a point in the center line of a 30 foot wide road easement granted by Lloyd to Williams, dated July 5, 1960 and recorded in Book 608 of O. R., at Page 603, of Yolo County Records; thence along the centerline of said road easement the following courses: North 77° 45' West 100.0 feet; North 65° 31' West 100.0 feet; North 34° 10' West 197.0 feet; North 40° 18' West 100.0 feet; North 27° 12' West 100.0 feet; North 23° 12' West 158.0 feet, and North 22° 31' West 270.0 feet to the point of beginning.

EXCEPTING THEREFROM a Life Estate in and to an undivided 1/2 interest in all oil, gas and other hydrocarbons, and minerals, now or at any time hereafter situate therein and thereunder, together with easements and rights necessary, incidental, convenient or otherwise appurtenant to the exploration for, production, storage and transportation, thereof, as reserved by Robert W. Lloyd and Rose Lloyd, his wife, in Deed to Jerry Lee Taylor and Brenda Taylor, his wife, et al., dated May 25, 1961, recorded June 1, 1961, in Book 638 of O. R., at Page 339.

PARCEL 4:

BEGINNING AT a point in a fence line along the West line of the South East Quarter of Section 24, Township 8 North, Range 2 West, M.D.B.&M., that is distant North 1° 40' West 1682.5 feet from the South Quarter corner of said Section 24; thence continuing along said West line of said Southeast Quarter of said Section 24, North 1° 13' 40" West 1032.4 feet to the center of said Section 24; thence South 89° 41' 10" East along the North line of said Southeast Quarter of said Section 24, 1316.7 feet to the Northwest corner of the property conveyed to Henry Lockden by S. E. Rippey, et ux., by Deed dated August 9, 1884 and recorded in the office of the Recorder of Yolo County on August 11, 1884 in Liber 37 of Deeds, Page 161; thence along the West line of said parcel, South 1° 46' 35" East 821.70 feet to the Southwest corner of said parcel; thence South 89° 25' 06" East along the South line of said parcel 1319.6 feet to the Southeast corner of said parcel, said point being the East Section line of said Section 24; thence South 1° 42' East along said East Section

(Continued)

CONTINUED

line of said Section 24, a distance of 1534.4 feet to the intersection with the center line of Yolo County Road 34, said point being the point of beginning of that certain grant of easement from Robert W. Lloyd, et ux., to Elizabeth Williams dated July 5, 1960 and recorded in Book 608 of O. R., at Page 603 of Yolo County Records; thence along the center line of said road the following courses: North 75° 23' West 71 feet, North 62° 57' West 75 feet, North 54° 16' West 200 feet, and North 54° 50' West 584.4 feet; thence North 38° 16' 30" East 337.7 feet; thence North 59° 52' 20" West 408.8 feet; thence North 7° 02' West 256 feet; thence North 81° 41' 50" West 1030.4 feet to a point on said road easement from Lloyd to Williams; thence South 87° 12' 40" West 715.1 feet to the point of beginning.

EXCEPTING THEREFROM that portion described as follows:

Micro Fiched

A portion of Parcel "B" as same appears of record on that certain Record of Survey of the SE 1/4 of Section 24, T. 8 N. R. 2 W., M.D.B.&M., filed in Maps and Surveys Book 8 at Page 94 of Yolo County Records, more particularly described as follows:

BEGINNING AT the Southwest corner of said Parcel "B", thence North 1° 13' 40" West along the West line of said Parcel "B" a distance of 1032.4 feet to the Northwest corner thereof; thence South 89° 41' 10" East along the North line of said Parcel "B" 567.0 feet; thence South 22° 05' 10" East 211.4 feet; thence South 38° 55' 40" East 256.7 feet; thence South 44° 15' 10" East 250.00 feet; thence South 31° 53' 20" East 379.4 feet; thence South 44° 33' 30" East 266.5 feet to the South line of said parcel "B"; thence along said South line of said Parcel "B" the following two courses: North 81° 41' 50" West 640.00 feet to Point "C" of said Record of Survey and South 87° 12' 40" West 715.1 feet to the point of beginning.

PARCEL 5:

A portion of the Southeasterly 1/4 of Section 24, T. 8 N., R. 2 W., M.D.B.&M., as same as appears of record on that certain Record of Survey filed in Maps and Surveys Book 8, Page 94, Yolo County Records, described as follows:

BEGINNING AT the Southeast corner of said Section 24; thence S. 89° 42' 30" West, along the South line of said Section, 1324.1 feet; thence North 5° 20' East 389.6 feet; thence North 32° 17' 20" East 212.7 feet to the Southwesterly boundary line of that certain 30.2 Acre parcel of land conveyed to Jerry Taylor, et ux. by Deed recorded in Book 638 of O. R., at Page 339, Yolo County Records; thence along said boundary line the following seven (7) courses: (1) S. 47° 54' 40" East 571.8 feet (2) S. 41° 59' 30" E. 108.7 feet (3) S. 72° 17' E. 200.00 feet (4) N. 89° 42' 30" E. 425.43 feet (5) N. 55° 30' E. 35.58 feet (6) N. 1° 57' W. 194.1 feet and (7) N. 24° 35' 40" W. 98.85 feet to the centerline of a 30 foot wide private road easement; thence S. 75° 23' E. along said line 71.0 feet to the East line of said Southeast 1/4 of Section 24; thence S. 1° 57' E. along said line 325.0 feet to the point of beginning.

(Continued)

CONTINUED

NOTE: This Guarantee is limited to the above described proeprty.

The 1977-78 Yolo County Assessor's Roll designates the above described property as follows:

Parcel No. 1--Assessment Parcel No. 30-320-04
Parcel No. 2--Assessment Parcel No. 30-320-05
Parcel No. 3--Assessment Parcel No. 30-320-07
Parcel No. 4--Assessment Parcel No. 30-320-06
Parcel No. 5--Assessment Parcel No. 30-320-10

Micro Fiched

CAUTION-

5

Micro Fiched

(33)

8

Asse

(formerly por. 30-05)

NOTE - Assessor's Block Numbers Shown in Ellipses

AGREEMENT NO. 28-68

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 31st
day of January, 1978, by and between
NAGE Bros. a partnership
5300 Redwood Hwy
Novato, Ca

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

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WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 7 by the County by Resolution No. 28-12, which was filed in the Office of the County Recorder of Yolo County on _____, 1978, and recorded in Volume _____ of Official Records at Page _____, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER (X)

Nave Bros, a partnership
William L. Nave, Jr.
Robert M. Nave
Richard O. Nave

STATE OF CALIFORNIA)
COUNTY OF YOLO) ss.

On 1-31, 1978, before me, the under-
signed, County Clerk of the County of Yolo, personally appeared
ARTHUR H. EDMONDS, known to me to be
the Chairman of the Board of Supervisors of the County of Yolo,
and also known to me to be the person who executed said document
on behalf of the County of Yolo, and acknowledged to me that the
County of Yolo executed the within instrument pursuant to a
resolution of its Board of Supervisors. Micro Fiched

Witness my hand and official seal the day and year first
above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers

TO 442 C
(Partnership)

STATE OF CALIFORNIA)
COUNTY OF Yolo) ss.
On July 15, 1977

before me, the undersigned, a Notary Public in and for said State, personally appeared
William L. Nave, Robert M. Nave and Richard P. Nave

known to me

to be all of the partners of the partnership
that executed the within instrument, and acknowledged to me
that such partnership executed the same.

WITNESS my hand and official seal.

Signature Karen M. Gibson
Karen M. Gibson

Name (Typed or Printed)



(This area for official notarial seal)

LAURENCE P. HENIGAN, COUNTY CLERK

COMBINATION GUARANTEE

71 1729

- | | |
|--|---|
| ☐ CHAIN OF TITLE GUARANTEE | ☐ PLANT INFORMATION GUARANTEE |
| ☐ JUDGMENT AND TAX LIEN GUARANTEE | ☒ PROPERTY SEARCH GUARANTEE |
| ☐ LOT BOOK GUARANTEE | ☐ MECHANIC'S LIEN GUARANTEE |
| ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE | ☐ RECORD OWNER GUARANTEE |
| ☐ | ☐ REQUEST FOR NOTICE GUARANTEE |

Order No. 74123

Liability \$ 130.00

Fee \$30.00

WESTERN TITLE INSURANCE COMPANY

a corporation, herein called the Company

Micro Fiched

GUARANTEES

NAVE BROS., a partnership

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in the Schedules attached hereto.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in said Schedules or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 15, 1977 @ 3:00 P.M. , in the County of YOLO,

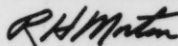
Countersigned:



Vice President

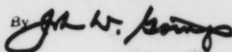
WESTERN TITLE INSURANCE COMPANY

By



President

By



Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Addition to A-P-7

Exhibit A

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 74123

Effective Date: July 15, 1977 @ 3:00 P.M.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of
YOLO County, California, and the indices of the County Recorder of said
County subsequent to March 1, 1977, with respect to the name(s) of

TITLE TO THE HEREIN DESCRIBED PROPERTY IS VESTED IN:

NAVE BROS., a partnership

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The following described real property was assessed or acquired in the above name(s) and has
not thereafter been transferred:

DESCRIPTION

All that real property situate in the State of California, County of Yolo,
described as follows:

The Northwest Quarter of Section 9, Township 6 North, Range 3 East, M.D.B.&M.

EXCEPTING THEREFROM the following:

- (a) An undivided 1/2 interest in and to all minerals, oil, gas, asphaltum or other hydrocarbons and substances associated therewith, which may be produced from said lands, as reserved in deed from Ethel V. Whiting, a widow, to Five Farms, Inc., a California corporation, dated August 3, 1959, recorded August 27, 1959, Book 582, Page 134, Yolo County Records.
- (b) An undivided 1/4th interest in and to all minerals, oil, gas, asphaltum or other hydrocarbons and substances associated therewith, which may be produced from said lands, as excepted in deed from Y. Charles Soda and Helen C. Soda, et ux., to Nave Bros., a partnership, dated October 5, 1970, recorded October 9, 1970, Book 955, Page 3, Yolo County Records.

NOTE: This Guarantee is limited to the above described property.

The 1977-78 Yolo County Assessor's Roll designates the above described property as Assessment Parcel No. 33-220-03.



g. 46 - David L. Waters Pty.
Pg. 3 - Record of Survey.

NOTE - Assessor's Block Numbers
Assessor's Parcel Number